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इस भाग में भिन्न पृष्ठ सख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

MINISTRY OF FINANCE
(Department of Revenue)

आदेश

ORDER

नई दिल्ली, 8 मार्च, 2002

New Delhi, the 8th March. 2002

स्टाम्प

STAMPS

का.आ.1139.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्-द्वारा यूको बैंक, कलकत्ता को मात्र इक्यान्वे लाख उन्न्तीस हजार रुपए के समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र एक सौ पचास करोड़ रुपए के समग्र मूल्य के प्रत्येक पाच-पांच लाख रुपए के असुरक्षित विमोच्य गौण अशासकीय रूप में वर्णित प्रोमिसरी नोटों के स्वरूप के बंधपत्रों पर प्रभावी है।

S. O. 1139.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamps Act, 1899 (2 of 1899), the Central Government hereby permits UCO Bank, Calcutta to pay consolidated stamp duty of rupees ninety one lakh twenty nine thousand only on Bonds in the nature of Promissory Notes described as UNSECURED REDEEMABLE SUBORDINATED PRIVATELY PLACED BONDS of rupees five lakh each aggregating to rupees one hundred fifty crore, only, to be issued by the said Bank.

[सं. 10/2002-स्टाम्प/का. सं. 33/15/2002-वि.क.]
आर. जी. छावड़ा, अवर सचिव

[No. 10/2002-STAMPS/F. No. 33/15/2002-ST]
R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 20 मार्च, 2002

स्टाम्प

का.आ.1140.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा स्टेट बैंक ऑफ़ हैदराबाद को मात्र एक करोड़ पच्चीस लाख बावन हजार रुपये के समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र एक सौ पचास करोड़ रुपये के समग्र मूल्य के 9.50 प्रतिशत एसबीएच बंधपत्रों—तीसरी श्रृंखला के रूप में वर्णित प्रॉमिसरी नोटों के स्वरूप के बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 11/2002-स्टाम्प/फा. सं. 33/14/2002-वि. क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 20th March, 2002

STAMPS

S.O. 1140.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits State Bank of Hyderabad to pay consolidated stamp duty of rupees one crore twenty five lakh fifty two thousand only chargeable on account of the stamp duty on bonds in the nature of Promissory Notes described as 9.50% SBH Bonds—3rd Series aggregating to rupees one hundred fifty crore only, to be issued by the said Bank.

[No. 11/2002-Stamps/F. No. 33/14/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 21 मार्च, 2002

स्टाम्प

का. आ. 1141.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा आवासीय एवं शहरी विकास निगम लि., नई दिल्ली को मात्र बयासी लाख रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त निगम द्वारा जारी किए जाने वाले :—

(क) मात्र पचास करोड़ रुपये के समग्र मूल्य के 1 से 5000 तक की विनिष्ट संख्या वाले 9.50 प्रतिशत कराधेय 2001 हुडको बंधपत्रों श्रृंखला एस डी-III,

(ख) मात्र अस्सी करोड़ रुपये के समग्र मूल्य के 1 से 8000 तक की विनिष्ट संख्या वाले 8.40 प्रतिशत प्राथमिक सेक्टर कर मुक्त हुडको बंधपत्रों श्रृंखला XXI ए तथा 9.00 प्रतिशत प्राथमिक सेक्टर कर मुक्त हुडको बंधपत्रों श्रृंखला XXI बी,

के रूप में वर्णित प्रॉमिसरी नोटों के स्वरूप में स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 12/2002-स्टाम्प/फा. सं. 33/16/2002-वि. क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 21st March, 2002

STAMPS

S. O. 1141.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Housing & Urban Development Corporation Ltd. New Delhi to pay consolidated stamp duty of rupees eighty two lakh only on account of the stamp duty on bonds on the nature of promissory notes described as—

(a) 9.50% Taxable 2001 HUDCO Bonds Series SD-III bearing distinctive 1 to 5000 aggregating to fifty crore only;

(b) 8.40 % Priority Sector Tax Free HUDCO Bonds Series XXI-A and 9.00 % Priority Sector Tax Free HUDCO Bonds Series XXI-B bearing distinctive numbers from 1 to 8000 aggregating to rupees eighty crore only ;

to be issued by the said Corporation.

[No. 12/2002-STAMPS/F.N o. 33/16/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 21 मार्च, 2002

स्टाम्प

का.आ.1142.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) धारा 9 का उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा कलकत्ता नगर निगम कलकत्ता को मात्र सैंतीस लाख बीस हजार रुपये के समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त निगम द्वारा जारी किए जाने वाले मात्र पचास करोड़ रुपये के समग्र मूल्य के अपरिवर्तनीय विमोच्य बंधपत्रों श्रृंखला 1/2001-2002 के रूप में वर्णित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 13/2002-स्टाम्प/फा. सं. 33/11/2002-वि. क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 21st March, 2002

STAMPS

S. O. 1142.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Calcutta Municipal Corporation, Calcutta to pay consolidated stamp duty of rupees thirty seven lakh twenty thousand only chargeable on account of the stamp duty on bonds described as Non-Convertible Redeemable Bonds-Series 1/2001-2002 aggregating to rupees fifty crore only, to be issued by the said Corporation.

[No. 13/2002-STAMPS/F. No. 33/11/2002-ST]

R. G. CHHABRA, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 1 अप्रैल, 2002

“13 डा. मुकेश कुमार शर्मा,
डी-53, चोमू हाउस सी-स्कीम,
जयपुर-302001”.

[संख्या बी-11013/3/2002-एम.ई. (नीति-I)]

पी. जी. कलाधरण, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 1st April, 2002

का.आ. 1143.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा-3 की उपधारा (1) के खंड (ग) के अनुसरण में राजस्थान के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र से निर्वाचन आयोजित किया है जहां से 17 फरवरी, 2002 को डा. मुकेश कुमार शर्मा, डी-56, चोमू हाउस सी-स्कीम, जयपुर-302001 को 17 फरवरी, 2002 में भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एतद्वारा नत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का.आ. संख्या 138 में निम्नलिखित और संशोधन करती है:

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खंड (ग) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 13 तथा उसमें संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टियां प्रतिस्थापित की जाएंगी अर्थात्:—

S.O. 1143.—Whereas the Central Government in pursuance of clause (c) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Rajasthan where from Dr. Mukesh Kumar Sharma, D-56, Chomu House, C-Scheme, Jaipur-302001 has been elected on 17-2-2002 to be a member of the Medical Council of India with effect from 17th February, 2002.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading ‘Elected under clause (c) of sub-section (1) of Section 3’, for the serial No. 13 and the entries relating thereto the following serial number and entries shall be substituted, namely:—

“13. Dr. Mukesh Kumar Sharma,
D-53, Chomu House,
C-Scheme,
Jaipur-302001.

[No. V-11013/3/2002-ME(Policy-I)]
P. G. KALADHARAN, Under Secy.

नई दिल्ली, 1 अप्रैल, 2002

का.आ. 1144.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्र सरकार, भारतीय दंत परिषद से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, अर्थात्:—

अनुसूची के भाग-1 में क्रम संख्या 15 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात्:

15. मैसूर विश्वविद्यालय, मैसूर दंत शल्य चिकित्सा स्नातक

बी.डी.एस.

फरुक्िया दंत कालेज, मैसूर के बी.डी.एस. छात्रों के संबंध में उक्त मैसूर विश्वविद्यालय, मैसूर

अर्हता/तभी मान्यता प्राप्त अर्हता होंगी यदि वह 19 अगस्त, 1996 को या

उसके बाद प्रदान की गई हो।

[संख्या बी. 12018/34/2002-पी.एम.एस.]

एस.के. राव, निदेशक (ए. .) ३

New Delhi, the 1st April, 2002

S. O. 1144.—In exercise of the power conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 15, and the entries relating thereto, the following entries shall be added, namely :—

15. Mysore University, Mysore	Bachelor of Dental Surgery	BDS
	The dental qualification shall be recognized qualifications in respect of BDS students of Farooquia Dental College, Mysore when granted on or after 19th August, 1996	Mysore University, Mysore

[No.V.12018/34/2002-PMS]

S. K. RAO, Director (ME)

नई दिल्ली, 1 अप्रैल, 2002

का. आ. 1145.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद के परामर्श करने के बाद एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-1 में क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात् :

47. राजीव गांधी यूनिवर्सिटी	दंत चिकित्सा स्नातक	बी.डी.एस.
प्रांक हेल्थ साइंसेस, बंगलूर	करुकिथा दंत कालेज, मैसूर के बी.डी.एम. छात्रों के संबंध में उक्त अर्हता तभी मान्यताप्राप्त अर्हता होगी यदि यह 31-12-2001 को या उसके बाद प्रदान की गई हो।	राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलूर।

[संख्या बी. 12018/34/2002-पी.एम.एस.]

एस.के. राव, निदेशक (एम.ई.)

New Delhi, the 1st April, 2002

S.O. 1145.—In exercise of the power conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 47, and the entries relating thereto the following entries shall be added, namely :—

47. Rajiv Gandhi University of Health Sciences, Bangalore	Bachelor of Dental Surgery	BDS
	The dental qualification shall be recognized qualifications in respect of BDS students of Farooquia Dental College, Mysore when granted on or after 31st December, 2001.	Rajiv Gandhi University of Health Sciences, Bangalore.

[No. V.12018/34/2002-PMS]

S. K. RAO, Director (ME)

कोयला और खान मंत्रालय
(कोयला विभाग)

नई दिल्ली, 27 मार्च, 2002

का. आ. 1146 — केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि से कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः; अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं० एसईसीएल/बीएसपी/जीएम/पीएलजी/ भूमि/258 तारीख 18 अक्टूबर, 2001 का निरीक्षण कलक्टर शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता 700 001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि० (राजस्व अनुभाग), सीपत रोड, बिलासपुर 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ;

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी/ विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि०, सीपत रोड, बिलासपुर 495006 (छत्तीसगढ़) को भेजेंगे ।

अनुसूची
रामपुर (बतुरा) खंड
सोहागपुर क्षेत्र
जिला- शहडोल (मध्य प्रदेश)

रेखांक संख्या एसईसीएल/बीएसपी/जीएम/
पीएलजी/ भूमि/258 दिनांक 18-10-2001
(अधिसूचित भूमि पूर्वक्षण के लिए दर्शाते हुए)

क्र. संख्या	ग्राम का नाम	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	रामपुर	107	अनुपपुर	शहडोल	1003.278	भाग
2.	बेलिया	107	अनुपपुर	शहडोल	260.395	भाग
3.	बेरिहा	107	अनुपपुर	शहडोल	164.207	संपूर्ण
योग : - 1427.880 हेक्टर (लगभग) या 3528.29 एकड़ (लगभग)						

सीमा वर्णन

क - ख रेखा बिन्दु "क" से ग्राम बेलिया की सीमा पर आरंभ होती है और ग्राम बेलिया, रामपुर, बेकी बेरिहा की पूर्वी सीमा के साथ जाकर बिन्दु "ख" पर मिलती है ।

- ख - ग रेखा ग्राम बेरिहा, रामपुर की दक्षिणी सीमा के साथ जाकर बिन्दु 'ग' पर मिलती है ।
- ग - घ रेखा ग्राम रामपुर से होकर, और ग्राम रामपुर, बेलिया की भागतः पश्चिमी सीमा के साथ जाकर बिन्दु 'घ' पर मिलती है ।
- घ - क रेखा ग्राम बेलिया से होते हुए आरंभिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/1/2002/पी.आर.आई.डब्ल्यू]

संजय बहादुर, उप सचिव

**Ministry of Coal and Mines
(Department of Coal)**

New Delhi, the 27th March, 2002

S. O. 1146.— Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number: SECL/BSP/GM(PLG)/LAND/258 dated 18th October, 2001 of the area covered by this notification can be inspected in the Office of the Collector, Shahdol (Madhya Pradesh)) or in the Office of the Coal Controller, 1, Council House Street, Calcutta – 700 001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur – 495006 (Chhattisgarh) .

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur – 495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

Schedule**Rampur (Batura) Block****Sohagpur Area, District- Shahdol (Madhya Pradesh)**

Plan No: SECL/BSP/GM(Plg)/Land/258

Dated 18-10-2001 (showing the land
notified for prospecting)

Serial number	Name of village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1	Rampur	107	Anuppur	Shahdol	1003.278	Part
2	Beliya	107	Anuppur	Shahdol	260.395	Part
3	Beriha	107	Anuppur	Shahdol	164.207	Full
TOTAL: 1427.880 Hectares(Approximately) OR 3528.29 Acres(Approximately)						

Boundary Description.

- A-B Line starts from point 'A' on the village boundary of Beliya and passes along the Eastern boundary of villages Beliya, Rampur, Beki Beriha and meets at point "B".
- B-C Line passes along the Southern boundary of villages Beriha, Rampur and meets at point "C".
- C-D Line passes through village Rampur, then partly along the Western boundary of villages Rampur and Beliya and meets at point "D".
- D-A Line passes through village Beliya and meets at the starting point "A".

[F. No. 43015/1/2002/PRIW]
SANJAY BAHADUR, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 मार्च, 2002

का. आ. 1147.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में मथुरा से टूण्डला तक, विद्यमान मथुरा जालंधर पाइपलाइन से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक शाखा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री देवेन्द्र दीक्षित, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मथुरा टूण्डला शाखा पाइपलाइन परियोजना, प्राक्डिक कार्यालय भवन, 65/2, संजय प्लेस, आगरा (उत्तर प्रदेश) 282002 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : ऐत्मादपुर

जिला : आगरा

राज्य : उत्तर प्रदेश

गँव का नाम	खसरा सं०	क्षेत्रफल		
		हैक्टेयर	आर.	वर्गमीटर
1	2	3	4	5
धौरऊ	222	00	05	02
	230	00	01	00
	231	00	10	05
	232	00	01	67
	233	00	01	67
	234	00	01	67
	236	00	04	36
	258	00	11	04
	259	00	02	68
	263	00	10	75
	264	00	06	70
	277	00	08	05
गुड़ा	825	00	06	37
धरैरा	664	00	10	04
	665	00	15	92

तहसील : मथुरा

जिला : मथुरा

नगला गुखरौली	330	00	10	39
	720	00	04	70

तहसील : सादाबाद

जिला : हाथरस

मिठावली	2690	00	02	76
	2691	00	02	77
	2700	00	01	50

Ministry of Petroleum and Natural Gas

New Delhi, the 20th March, 2002

S. O. 1147.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mathura to Tundla in the State of Uttar Pradesh, a branch pipeline should be laid from the existing Mathura – Jalandhar Pipeline by India Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (i) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Devendra Dixit, Competent Authority, Mathura-Tundla Branch Pipeline Project, Indian Oil Corporation Limited, Divisional Office Building, 65/2, Sanjay Place, Agra (Uttar Pradesh) – 282002.

Schedule

Tehsil- Eitmadpur		District- Agra		State- Uttar Pradesh	
Name of Village	Khasara No.	Area			
		Hectare	Are	Square Metre	
1	2	3	4	5	
Dhaurau	222	00	05	02	
	230	00	01	00	
	231	00	10	05	
	232	00	01	67	
	233	00	01	67	
	234	00	01	67	
	236	00	04	36	
	258	00	11	04	
	259	00	02	68	
	263	00	10	75	
	264	00	06	70	
	277	00	08	05	
Gurha	825	00	06	37	
Dharera	664	00	10	04	
	665	00	15	92	
<hr/>					
<u>Tehsil- Mathura</u>		<u>District- Mathura</u>			
Nagla Gukhrauli	330	00	10	39	
	720	00	04	70	
<hr/>					
<u>Tehsil- Sadabad</u>		<u>District- Hathras</u>			
Mirhawali	2690	00	02	76	
	2691	00	02	77	
	2700	00	01	50	

नई दिल्ली, 1 अप्रैल, 2002

का. आ. 1148.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड के गोवा उत्तरी /दक्षिणी समुद्र तट में खोज ब्लाकों तथा आन्ध्रप्रदेश के संरचनाओं से कर्नाटक राज्य के बेलगाम जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के लिए श्री अतुल कुमार तिवारी, सक्षम प्राधिकारी, जी0 टी0 आई0, एल0 पाइपलाइन परियोजना और उपायुक्त बेलगाम, कर्नाटक-590 002 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची							
तालुका चिकोडी		जिला बेळगांव			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
					हेक्टेर	आर	सेटीआर
1	2	3	4	5	6	7	8
1	कुर्ली	दूदगंगा नदी सर्वे नं. 303 और कवलमी गांव के सीमा के बीच में			0	11	40
		330	1A/1 2B/2 2B/1 1A/1B/2 2A/1+3B/B2 2A/1+3/C 1A/2 1A/1B/1 1B 2A+3B/A 2A/1+3B/1 2A/2+3A				
		332	1 2 3 4 5 6 9 10 11 12		0	01	30
	नाला	सर्वे नं. 330 में			0	06	10
	नाला	सर्वे नं. 335 और 331/332 के बीच में			0	04	80
	331		1 2 3 4 5		0	04	20
					0	04	90
					0	09	20
					0	00	10
					0	00	40
					0	00	70
					0	03	30
	नाला	सर्वे नं. 335 और 331/332 के बीच में			0	01	30
	335		10 11 12 13 14		0	03	90
					0	00	10
					0	00	00
					0	00	80
					0	00	80
					0	07	60
	336		4 5 6 9 10		0	03	70
					0	03	20
					0	06	20
					0	00	40
					0	06	40

तालुका धिकोडी		जिला बेळगांव			राज्य कमीटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेटीआर
	कुर्ली	336	11		0	06	20
			12		0	06	50
			15		0	00	20
			16		0	00	40
			17		0	00	50
		337	1		0	17	50
			2		0	15	70
	रास्ता	सर्वे नं. 337 और 345 के बीच में			0	02	40
	345		2		0	05	10
			3		0	10	00
	346		7		0	14	90
			8		0	16	80
	351		4		0	09	20
			5		0	09	50
	352		1				
			2				
			3				
			4				
			5				
			6		0	17	50
			7				
			8				
			9				
			10				
		353			0	27	20
	अप्पाचिवाडी	38	मंदिर भूमि		0	44	60
			1				
		39	मंदिर भूमि		0	66	70
			1				
		42			0	08	90
		41			0	91	90
		34	1		0	00	50
			2				
	44		5		0	04	40
			2		0	00	70
	43				0	42	50
	46				0	57	20
	47		1		0	09	80
			2				
	48	सरकारी भूमि और अन्य			0	43	50
	49	सरकारी गैराण			0	08	90

तालिका क्र. 1		जिला बेलगांव			राज्य कर्नाटक		
अ.	गांव का नाम	सर्वे नं.	दस्ता नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टर	आर	सेटीआर
1	अप्पाचिवाडी	रास्ता	सर्वे नं. 49 और 50 के बीच में		0	03	90
		50	2 (सरकारी और अन्य)		0	25	90
		51	3		0	08	20
			2		0	11	70
		52	सरकारी गैराण		0	61	30
		रास्ता	सर्वे नं. 52 और 53 के बीच में		0	04	80
		53			0	64	30
		54	सरकारी और अन्य		0	16	90
		56	1		0	14	30
		57	1 सरकारी और अन्य		0	42	50
			2		0	70	30
		नाला	सर्वे नं. 57 में		0	01	30
		58			0	14	40
		रास्ता	सर्वे नं. 58 और 75/1, 76/1 के बीच में		0	06	10
		76	1		0	17	20
		75	1+2A } 1+2B }		0	61	30
		74	1+2+3+ 4A+4B+5 6A+6B		1	12	20
		83	3		0	20	00
		84			0	77	80
		81	1		0	02	40
		85			0	01	40
		93	1 } 2 } 3 }		1	08	30
		100			0	01	90
		101			0	01	30
		92	2		0	05	30
		102			1	05	70
		103	1 } 2 }		0	13	70
		गाड़ी रास्ता	सर्वे नं. 103 और कुदनुर गांव के सीमा के बीच में		0	03	30
3	कोगनोलि	596			1	06	20
		617			1	04	40
		629	1 } 2 } 3 }		0	97	40
		628			0	02	60
		630			0	67	70
	कोगनेलि	631	1 } 2 }		0	88	80
		636			1	38	00
		637			0	83	80
		रास्ता	सर्वे नं. 639 में रा है ४		0	05	60
		639	1 } 2 }		0	82	30
		640	1 } 2 }		0	67	60
		647	2 3 4		0	14	80
					0	21	20
					0	21	10

तालुका फिरोजी		जिला बेळगांव			राज्य कर्नाटक		
अ. नं.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टर	आर	सेटीआर
		646			0	33	90
		645			0	00	50
	रास्ता	सर्वे नं. 645 और 652 के बीच में			0	04	70
	652	3+2+1			0	19	80
		5			0	08	40
		6			00	10	00
		7			00	05	90
		18			00	07	40
		19			0	13	20
		20			0	25	60
		21			0	08	40
		22			0	05	20
		23			0	05	30
		24			0	05	30
		25			0	11	90
		26			0	13	00
		27			0	10	20
		28			0	01	30
	रास्ता	सर्वे नं. 652 और 721 के बीच में			0	04	40
	721	1			0	11	90
		2			0	06	60
		3			0	06	60
		4			0	05	30
	720				0	22	70
	719	1			0	02	80
		2			0	03	70
		3			0	08	30
	717	1+2			0	04	60
	716	1			0	02	90
		2			0	02	80
		3			0	02	20
	715	7			0	01	60
		8			0	03	50
	कोयनेलि	745	1 }		0	52	90
		2					
	758	1A }					
		1B }					
		2 }			1	85	00
		3 }					
		4 }					
	752				0	07	30
	756	1 }			0	08	50
		2 }					
	नदी	दूदगंगा सर्वे नं. 756 और कागल गांव के सीमा के बीच में			0	07	40

[फा. सं. एल. 14014/20/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 1st April, 2002

S. O. 1148.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District of Belgaum, in the state of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited,

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein for laying of the pipeline under the land to Shri Atul Kumar Tiwari, Competent Authority, GTIRLPipeline Project and the Deputy Commissioner, Belgaum, Karnataka, Pin : 590 002

SCHEDULE								
Taluka - Chikodi			District - Belgaum			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area			
1	2	3	4	5	Hectare	Are	Centiare	
1	kurl	Dud Ganga River between Kawalgi boundary & syno.330			0	11	40	
		330	1A/1 2B/2 2B/1 1A/1B/2 2A/1+3B/B2 2A/1+3/C 1A/2 1A/1B/1 1B 2A+3B/A 2A/1+3B/1 2A/2+3A					
		332	1 2 3 4 5 6 9 10 11 12		0	01	30	
					0	06	10	
					0	04	80	
					0	04	20	
					0	04	90	
					0	09	20	
					0	00	10	
					0	00	40	
					0	00	70	
					0	03	30	
	Nala	In syno.330			0	01	30	
	Nala	Between synos.335 & 331/332			0	03	90	
	331		1 2 3 4 5		0	00	10	
					0	00	40	
					0	00	70	
					0	00	80	
					0	01	20	
	Nala	Between syno.335 & 331/332			0	02	40	
	335		10 11 12 13 14		0	06	10	
					0	02	00	
					0	00	80	
					0	00	80	
					0	07	60	
	336		4 5 6 9 10		0	03	70	
					0	03	20	
					0	06	20	
					0	00	40	
					0	06	40	

uka - Chikodi

District - Belgaum

State - Karnataka

Sl. No.	Village Name	Survey No.	Hissa No	Gat No.	Area				
					Hectare	Are	Centiare		
1	2	3	4	5	6	7	8		
1	Kurli	336	11		0	06	20		
			12		0	06	50		
			15		0	00	20		
			16		0	00	40		
			17		0	00	50		
		337	1		0	17	50		
			2		0	15	70		
		Road	Between syno.337 & 345			0	02	40	
		345	2		0	05	10		
			3		0	10	00		
		346	7		0	14	90		
			8		0	16	80		
		351	4		0	09	20		
			5		0	09	50		
		352	1	}					
			2						
			3						
			4						
			5						
			6		0	17	50		
			7						
			8						
			9						
			10						
		353			0	27	20		
		2	Appachiwadi	38	Temple Land	}	0	44	60
					1				
				39	Temple land	}	0	66	70
					1				
				42			0	08	90
				41			0	91	90
				34	1	}	0	00	50
					2				
				44	5		0	04	40
					2		0	00	70
43					0	42	50		
46					0	57	20		
47	1			}	0	09	80		
	2								
48	Govt. Land & Others			0	43	50			
49	Govt. Gairana			0	08	90			

Taluka - Chikodi			District - Belgaum		State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	Appachiwadi	Road	Between syno.49 & 50		0	03	90
		50	2 (Govt. & Others)		0	25	90
		51	3		0	08	20
			2		0	11	70
		52	Govt. Gairana		0	61	30
		Road	Between synos.52 & 53		0	04	80
		53			0	64	30
		54	Govt. & Others		0	16	90
		56	1		0	14	30
		57	1	Govt & Others	0	42	50
			2		0	70	30
		Canal	In syno.57		0	01	30
		58			0	14	40
		Road	between synos.58 & 75/1, 76/1		0	06	10
		76	1		0	17	20
		75	1+2A } 1+2B }		0	61	30
		74	1+2+3+ 4A+4B+5 6A+6B		1	12	20
		83	3		0	20	00
		84			0	77	80
		81	1		0	02	40
		85			0	01	40
		93	1 } 2 } 3 }		1	08	30
		100			0	01	90
		101			0	01	30
		92	2		0	05	30
		102			1	05	70
		103	1 } 2 }		0	13	70
		Cart track	Between syno 103 & Kudnur boundary		0	03	30
3	Koganoli	596			1	06	20
		617			1	04	40
		629	1 } 2 } 3 }		0	97	40
		628			0	02	60
		630			0	67	70

Taluka - Hukodi		District - Belgaum			State - Karnataka		
Sl. No.	Village Name	Survey No.	Area No.	Gat No.	Area		
1	2	3	4	5	Hectare	Acre	Centiare
	Kognali	631	1 } 2 }		0	88	80
		636			1	38	00
		637			0	83	80
	Road		In synos. 639 (NH-4)		0	05	60
		639	1 } 2 }		0	82	30
		640	1 } 2 }		0	67	60
		647	2 3 4		0 0 0	14 21 21	80 20 10
		646			0	33	90
		645			0	00	50
	Road		Between synos. 645 & 652		0	04	70
		652	3+2+1		0	19	80
			5		0	08	40
			6		00	10	00
			7		00	05	90
			18		00	07	40
			19		0	13	20
			20		0	25	60
			21		0	08	40
			22		0	05	20
			23		0	05	30
			24		0	05	30
			25		0	11	90
			26		0	13	00
			27		0	10	20
			28		0	01	30
	Road		Between synos. 652 & 721		0	04	40
	721		1		0	11	90
			2		0	06	60
			3		0	06	60
			4		0	05	30
	720				0	22	70
	719		1		0	02	80
			2		0	03	70
			3		0	08	30
	717		1+2		0	04	60
	716		1		0	02	90
			2		0	02	80
			3		0	02	20
	715		7		0	01	60
			8		0	03	50

Taluka - Chikodi			District - Belgaum		State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	Koganoli	745	1 } 2 }		0	52	90
		758	1A } 1B } 2 } 3 } 4 }		1	85	00
		752			0	07	30
		756	1 } 2 }		0	08	50
	River		Dud Ganga between syno.756 & Kagal boundry		0	07	40

[No. L. 14014/20/02-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 1 अप्रैल, 2002

का. आ. 1149.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड के गोवा उत्तरी / दक्षिणी समुद्र तट में खोज ब्लाकों तथा आन्ध्रप्रदेश के संरचनाओं से कर्नाटक राज्य के बेलगाम जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के लिए श्री अतुल कुमार तिवारी, सक्षम प्राधिकारी, जी० टी० आई० एल० पाइपलाइन परियोजना और उपायुक्त बेलगाम, कर्नाटक-590 002 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची								
तालुका	ग्राम	जिला बैलगांव			राज्य कर्नाटक			
अ. सं.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र			
1	2	3	4	5	हेक्टर	आर	सेंटीआर	8
1	पाण्डेगांव	68	2/B					
			2A+1		0	54	20	
			2A+2					
		79	1					
			2					
			3		0	46	00	
			4A					
			4B					
		83	2		0	46	80	
			1		0	23	60	
		82	1A+3/1					
			1A+3/2		0	22	00	
			1B					
		92	2					
			1					
			1+2/1					
			1+2/2		0	13	90	
			3					
			4					
			2		0	12	30	
		93	1A					
			A/2		0	35	20	
			B					
		96	1					
			1A		0	20	10	
			2 (सरकार और अन्य)					
		98	1+2		0	25	00	
			2		0	22	00	
		99	1A					
			1B		0	28	60	
			2					
		100	1					
			2A		0	27	20	
			2B					
		101	1		0	22	10	
	रास्ता	सर्वे नं. 101 और 104 के बीच में			0	08	60	
	104		1A					
			1B		0	03	50	
	16		3					
			1		0	01	40	
			2					

अनुसूची								
तालुका स्थिति			जिला बेळगांव			राज्य कर्नाटक		
अ. नं.	गांव का नाम	सर्वे नं.	हिस्सा नं.	पट नं.	क्षेत्र			
					हेक्टर	आर	सेंटीआर	
1	2	3	4	5	6	7	8	
1	पाण्डेगांव	16	4		0	13	10	
		15	1+2		0	18	70	
			2		0	16	80	
			3		0	26	40	
			4		0	19	60	
		9	1		0	20	80	
			2					
		14	4+5+6		0	00	30	
		10	1		0	99	40	
			2					
		11	6		0	00	10	
		7			0	14	50	
		6	1		0	07	50	
			2		0	05	20	
			3		0	13	30	
			4		0	09	80	
			5		0	08	20	
			6 (सरकार और अन्य)		0	09	00	
			7		0	14	70	
		2	सर्वे नं. 143 और रंजनि गांव के सीमा के बीच में		0	07	70	
		खिडोला	नाला					
		143	2/6					
			1/7					
			1/8					
			1/9					
			1/10					
			1/11		0	30	90	
			1/12					
			1/13					
			1/14					
			1/15					
			1/16					
		144	1		0	42	90	
			2					
		रास्ता	सर्वे नं. 144 और 145 के बीच में		0	01	70	
		145	1A2					
			2B		0	15	90	
			2					
			1A1					
		146	1		0	59	20	
			2					

अनुसूची								
तालुका	स्थिति	जिला बैलगांव			राज्य कर्नाटक			
अ. नं.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र			
					हेक्टेर	आर	सेंटीआर	
1	2	3	4	5	6	7	8	
	खिर्सेगांव	155	2+3C 4 5 2+3A 2+3B 1		1	11	60	
		147	2 1		0	44	70	
		150	1+2B 1+2A		0	08	40	
	रास्ता	सर्वे नं. 150 और 154 के बीच में			0	07	10	
	154				0	15	40	
	5		1 2A 2B 2C		0	16	90	
	6		1 2+3 4 5 7 8		0	93	80	
	7		1+2		0	58	20	
	नाला	सर्वे नं. 7 और 34 के बीच में			0	06	70	
	34		1 2 3		0	65	50	
	33		1 2 3 4 5/1 5/2 6 7 8 9/1 9/2 10 11 12 13		0	48	80	

अनुसूची								
तालुका	प्रभाग	जिला बेळगांव			राज्य कर्नाटक			
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र			
					हेक्टर	आर	सेटीआर	
1	2	3	4	5	6	7	8	
	खिळेंगांव	32	1B	}				
			2A					
			1A		0	71	70	
		31	1	}				
			2					
			3		0	50	90	
			4	}				
		30	1					
			2A		0	49	00	
			2B	}				
		29	1 and 2		0	33	60	
		28	1		0	02	00	
			2	}				
		58	1+2					
			3A		0	74	30	
			3B	}				
			4					
		59	1A					
			1B	}	0	98	90	
			2					
			3					
		22	1A	}				
			1B		0	08	10	
			2					
		60	1	}				
			2		1	62	30	
			3					
		63	1	}				
			2					
			3					
			4	}	0	10	90	
			5A/1					
			5A/2					
			5B/1					
			5B/2					

अनुसूची								
तालुका अश्विनि			जिला बैलगांव			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र			
					हेक्टेर	आर	सेटीआर	
1	2	3	4	5	6	7	8	
	खिळेगांव	62			0	88	20	
		गाडी रास्ता	सर्वे नं. 60, 62 और 63 के बीच में		0	17	20	
3	अजुर	68			0	26	00	

[फा. सं. एल. 14014/21/02-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 1st April, 2002

S. O. 1149.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District of Belgaum, in the state of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited,

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto

Now therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein for laying of the pipeline under the land to Shri Atul Kumar Tiwari, Competent Authority, GTCL Pipeline Project and the Deputy Commissioner, Belgaum, Karnataka, Pin 590 002

SCHEDULE								
Taluka - Bithani		District - Belgaum				State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area			
					Hectare	Are	Centiare	
1	2	3	4	5	6	7	8	
1	PANDEGAON	68	2/B 2A+1 2A+2		0	54	20	
		79	1 2 3 4A 4B		0	46	00	
		83	2 1		0 0	46 23	80 60	
		82	1A+3/1 1A+3/2 1B 2		0	22	00	
		92	1 1+2/1 1+2/2 3 4		0	13	90	
		93	2 1A A/2 B		0 0	12 35	30 20	
		96	1 1A 2 (Govt Land & Others)		0	20	10	
		98	1+2 2		0 0	25 22	00 00	
		99	1A 1B 2		0	28	60	
		100	1 2A 2B		0	27	20	
		101	1		0	22	10	
	Road		Between syno. 101 & 104		0	08	60	
	104		1A 1B		0	03	50	
	16		3 1 2		0	01	40	

Taluka - Athani		District - Belgaum			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hasa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
1	Pandegaon	16	4		0	13	10
		15	1+2		0	18	70
			2		0	16	80
			3		0	26	40
			4		0	19	60
		9	1	}	0	20	80
			2				
		14	4+5+6		0	00	30
		10	1	}	0	99	40
			2				
		11	6		0	00	10
		7			0	14	50
		6	1		0	07	50
			2		0	05	20
			3		0	13	30
			4		0	09	80
			5		0	08	20
			6 (Govt Land & Others)		0	09	00
			7		0	14	70
			Between syno. 143 & Ranjani boundry		0	07	70
			2/6	}			
			1/7				
			1/8				
			1/9				
			1/10				
			1/11		0	30	90
			1/12				
			1/13				
			1/14				
			1/15				
			1/16				
		144	1	}	0	42	90
			2				
		Road	Between syno. 144&145		0	01	70
		145	1A2	}			
			2B		0	15	90
			2				
			1A1	}			
		146	1		0	59	20
			2				

Taluka - Athani		District - Belgaum			State - Karnataka			
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Hectare	Are	Centiare	
1	2	3	4	5	6	7	8	
	KHILEGAON	55	2+3C 4 5 2+3A 2+3B 1		1	11	60	
		147	2 1		0	44	70	
		150	1+2B 1+2A		0	08	40	
		Road	Between synos 150&154		0	07	10	
		154			0	15	40	
		5	1 2A 2B 2C		0	16	90	
		6	1 2+3 4 5 7 8		0	93	80	
		7	1+2		0	58	20	
		Nala	Between synos 7&34		0	06	70	
		34	1 2 3		0	65	50	
		33	1 2 3 4 5/1 5/2 6 7 8 9/1 9/2 10 11 12 13		0	48	80	

Taluka - Belgaum		District - Belgaum			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	KHILEGAO..	32	1B 2A 1A		0	71	70
		31	1 2 3 4		0	50	90
		30	1 2A 2B		0	49	00
		29	1 and 2		0	33	60
		28	1 2		0	02	00
		58	1+2 3A 3B 4		0	74	30
		59	1A 1B 2 3		0	98	90
		62	1A 1B 2		0	08	10
		60	1 2 3		1	62	30
		53	1 2 3 4 5A/1 5A/2 5B/1 5B/2		0	10	90

Taluka Athani		District - Belgaum				State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.		Gat No.	Area		
						Hectare	Are	Centiare
	2	3	4		5	6	7	8
	KHILEGAON	62				0	88	20
		Cart Track	Between syno.60,62 & 63			0	17	20
3	Ajur	68				0	26	00

[No. L. 14014/21/02-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 1 अप्रैल, 2002

का. आ. 1150.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड के गोवा उत्तरी / दक्षिणी समुद्र तट में खोज ब्लॉकों तथा आन्ध्र प्रदेश के संरचनाओं से कर्नाटक राज्य के बिजापुर जिले में विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एण्ड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के लिए, श्री राकेश सिंह, सक्षम प्राधिकारी, जी. टी. आई. सी. एल. पाइपलाइन परियोजना उपायुक्त कार्यालय बिजापुर-586 101 कर्नाटक को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची							
तालुका इंदौर		जिला बिजापुर			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
1	चडचण	299			0	82	50
		297	1		0	63	10
		रास्ता	सर्वे नं 297 और 307 के बीच में		0	11	50
		307			0	59	60
		308	1A				
			1B				
			1C				
			2		0	91	60
		310			1	34	10
		311			0	07	80
		320			0	00	50
		317	1A				
			1B				
			2		0	43	70
		319	1				
			2		0	74	20
		322	1		0	60	00
		323	1				
			2		0	20	90
		324			1	00	80
		329			0	78	60
		रास्ता	सर्वे नं 329 और 388 के बीच में		0	09	50
		388	1				
			2				
			3				
			4		0	54	50
		380	1				
			2				
			3		0	86	70
		379			1	23	20
		378	1A1				
			1A2				
			1B				
			2		0	07	80
		368			0	01	30
		369	1		0	39	20
			2		0	38	50
		365			0	65	80
		360	1				
			2				
			3				
			4		0	56	50

तालुका इंडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क.	गांव का नाम	सर्वे नं	हिस्सा नं	गट नं	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
	चडचण	355	1A				
			1B				
			2A				
			2B1		0	88	10
	गाडी रास्ता	सर्वे नं 355 और 350 के बीच में			0	03	70
	350				0	27	60
	रास्ता	सर्वे नं 356 और 486 के बीच में			0	07	70
	486		1				
			2		0	27	20
	485		1				
			2				
			3				
			4		0	76	90
	481				0	61	40
	482				0	76	50
	476		1				
			2		0	02	70
	475		1		0	13	40
			3		0	17	90
	473				0	39	40
	472		3B				
			3A				
			2				
			1		0	31	50
	रास्ता	सर्वे नं 472 और 16 के बीच में			0	06	70
	16		2/A				
			2/B		0	24	20
	17		2		0	23	30
	18		1B				
			1B1				
			1C		0	27	40
	20				0	29	30
	28				1	01	30
	29				0	25	80
	30		1				
			2		1	05	80
	498				0	01	40
	35		1				
			2				
			3		0	57	00
	26		1A		0	03	40
	36				0	99	70
	गाडी रास्ता	सर्वे नं 36 और 38/1,2,3 के बीच में			0	07	00

तालुका इंडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क.	गांव का नाम	सर्वे नं	हिस्सा नं	गट नं	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
	चडचण	38	1+2+3A				
			1+2+3B		0	56	50
2	हाविनाळ	बोरी नदी	सर्वे नं 240 के पास		0	33	40
		240			0	74	10
		237	1A				
			1B		0	18	60
			2A				
			2B		0	59	90
		239	2		0	58	40
			1A		0	30	60
			1B1				
			1B2		0	32	40
		242	1				
			2A				
			2B		0	24	60
	नाला		सर्वे नं 242 और 180 के बीच में		0	08	40
	180				0	16	80
	रास्ता		सर्वे नं 180 में		0	06	80
	174		3		0	28	40
	174		2		0	12	10
	173		2A		0	20	70
			2B		0	16	30
			1A				
			1B		0	05	50
		170	2		0	54	20
			1		0	00	30
		169	2				
			1		0	52	20
		167	1A				
			1B				
			1C				
			1D		0	42	20
		166			0	36	00
		165			0	13	20
		164	1		0	25	90
		163	1		0	23	80
		162			0	34	80
		161	1				
			2				
			3				
			4				
			5		0	35	80
		156	1		0	87	80
			2A				
			2B		0	83	40

तालुका डेडी		जिला बिजापुर			राज्य कर्नाटक		
अ क	गाव का नाम	सर्वे न	हिस्सा न	गट न	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेटीआर
	हाविनाळ	155			0	88	80
		87	1		0	47	00
			2		0	41	30
		88			1	09	30
		89			1	37	90
		90	1				
			2A				
			2B				
			2C		0	63	50
	नाला	सर्वे न 90 और 98 के बीच में			0	12	90
	98				0	64	50
	नाला	सर्वे न 98 और 92 के बीच में			0	03	60
	92				1	62	70
	नाला	सर्वे न 92 और 93 के बीच में			0	07	30
	93				0	51	70
		सर्वे न 93 और 66/2 के बीच में			0	10	90
	66		2		0	44	10
3	हत्तळि	160	1				
			2		0	19	40
	159		1				
			2		0	20	50
	158				0	42	10
	157		1		0	16	40
			2		0	13	30
			3		0	15	00
	156				0	45	80
	155		1				
			2		0	44	80
	154				0	45	90
	153		1		0	00	20
			2		0	11	80
	नाला	सर्वे न 154 और 153 के बीच में			0	11	70
4	कचिनाळ	13	1A				
			1B				
			1C				
			2A				
			2B1				
			2B2		1	59	10
	15		1				
			2		0	59	70
	19		1				
			2				
			3		0	56	50

तालुका इंडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं	हिस्सा नं	गट नं	क्षेत्र		
1	2	3	4	5	हेक्टर	आर	सेंटीआर
5	केरुर	20	1				
			2		0	68	50
		22	1				
			2		0	24	60
		118	1				
			2		0	39	30
		117	1				
			2		0	37	90
		रास्ता	सर्वे नं 117 और 81 के बीच में		0	06	00
		81			0	23	40
		82			0	63	40
		83			0	40	40
		88			1	16	00
		गाड़ी रास्ता	सर्वे नं 88 और 69 के बीच में		0	04	80
		69			0	84	20
		71			0	50	70
		गाड़ी रास्ता	सर्वे नं 71 और 55 के बीच में		0	05	10
		55			0	53	70
		59	1				
			2		0	35	90
		58	1				
			2		0	42	70
		51	1A				
			1B				
			2		0	78	20
		50	1				
			2		0	45	00
		49	1A				
			1B				
			C				
			2		0	16	60
		नाला	सर्वे नं 49 में		0	10	80
		गाड़ी रास्ता	सर्वे नं 49 में		0	02	50
		9			0	56	40
6	तद्धेवोडी	48	1				
			2		0	70	00
		218			0	88	70
		215			0	15	80
		216	1				
			2				
			3				
			4A				
			4B		0	56	50

तालुका इंडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं	हिस्सा नं	गट नं	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
	तद्धेवोडी	212			0	27	40
		211	1				
			2		0	39	90
		210			0	38	10
		209			0	24	30
	नाला	सर्वे नं 209 और 156 के बीच में			0	07	00
	156		1A/1A				
			1A/1B				
			1A/2				
			1B				
			2		0	88	50
	रास्ता	सर्वे न 156 में			0	05	80
	नाला	सर्वे नं 159 में			0	04	30
	159		1				
			2		0	19	60
	160				0	22	70
	161				0	59	80
	135		1		0	70	00
	134				0	43	00
	गाड़ी रास्ता	सर्वे नं 134 और 135 के बीच में			0	05	40
	135		2		0	17	70
	नाला	सर्वे न 134 और 135 के बीच में			0	01	30
	225		A		0	07	30
			B1				
			B2		0	08	80
	136				0	17	10
	137				0	28	80
	नाला	सर्वे नं 137 और 138 के बीच में			0	09	20
	138				0	16	30
	139		1				
			2		0	27	10
	140				0	16	50
	141		1				
			2		0	37	80
	144		1				
			2				
			3				
			4		0	49	60
	143		1				
			2/1				
			2/2		0	68	90
7	मरगूर	नाला			0	17	80
		136			0	30	90

तालुका इँडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क.	गांव का नाम	सर्वे नं	हिस्सा नं	गट नं	क्षेत्र		
1	2	3	4	5	हेक्टर	आर	सेंटीआर
	मरगूर	134	1				
			2				
			3		1	14	20
		135	1				
			2				
			3				
			4		0	80	40
	गाडी रास्ता	सर्वे नं 135 और नाला	के बीच में		0	04	10
	नाला				0	03	00
	89		1				
			2A				
			2B				
			2C				
			3		0	30	80
	101				0	31	60
	90				0	76	10
	91		1				
			2		0	45	30
	95		P		0	89	80
			1				
			2				
			3				
			4				
			5		0	00	40
	94		1A				
			1B				
			2A				
			2B		1	08	60
	नाला	सर्वे नं 94 और गाडी रास्ता	के बीच में		0	18	60
	गाडी रास्ता	सर्वे नं 69 और नाला	के बीच में		0	05	50
	69				0	72	50
	70				0	71	90
	71				0	56	40
	66				0	29	50
	गाडी रास्ता	सर्वे नं 66 और 49 के बीच में			0	04	50
	49		1				
			2		1	56	10
	नाला	सर्वे नं 49 और 52 के बीच में			0	03	20
	52				1	35	20
8	धूळखेड	138			0	96	10
		141	1				
			2				
			3		0	17	30
	धूळखेड	145	1A				
			1B				
			2A		0	21	00
	144		1				
			2		0	74	90
	एन एच -13	सर्वे नं 112 और 144 के बीच में			0	14	90
	112		1				
			2				
			3				
					1	33	00

तालुका इंडी		जिला बिजापुर			राज्य कर्नाटक		
अ. क.	गांव का नाम	सर्वे न	हिस्सा नं	गट न	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
9	चणेगाव	नाला	सर्वे नं 112 और 115 के बीच में		0	03	10
		115	1+2A				
			1+2B		0	89	20
		114	1				
			2		0	00	70
		116			0	54	90
		गाड़ी रास्ता	सर्वे नं 116 और 117 के बीच में		0	05	30
		117	1				
			2		0	57	50
		118			0	15	70
		119			0	21	10
		120			0	11	10
		121	1				
			2		0	59	00
		122	1				
			2		0	18	70
		123	1				
			2		0	46	00
		215	1				
			2				
			3				
			4				
			5		1	23	30
10	शिरगुर	नाला	सर्वे नं 215 और 190 के बीच में		0	06	30
		190			0	50	90
		192			0	48	20
		186			1	26	10
		185			0	28	50
		184			0	60	20
		नाला	सर्वे नं 180 और 184 के बीच में		0	04	50
		180	1				
			2		1	08	10
		45			0	04	70
		46	1A				
			1/B				
			2		1	42	70
		रास्ता	सर्वे नं 45 और 46 के बीच में		0	03	80
		42	1				
			2				
			3				
			4				
			5		0	44	60
		44	सरकारि भूमि		0	00	90
		17	A/1				
			A/2				
			A/3		1	06	70

तालुका इंदी		जिला बिजापुर			राज्य कर्नाटक		
अ.क.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र	हेक्टर	आर
1	2	3	4	5	6	7	8
		18A	1				
			2		0	12	90
		16A			0	72	20
		15	1				
			2		0	76	60
		12	1				
			2		0	62	90
	गाडी रास्ता	सर्वे न 12 और 15 के बीच में			0	06	20
	14				0	09	60
	भीमा नदी				0	68	90

[फा. सं. एल. 14014/22/02-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 1st April, 2002

S. O. 1150.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/ Southern Offshore of Goa and structures in Andhra Pradesh of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Bijapur, in the state of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein laying of the pipeline under the land to Shri Rakesh Singh, Competent Authority, GTIL Pipeline Project, in the Office of the Deputy Commissioner, Bijapur, Karnataka, Pin : 586 101.

SCHEDULE

Taluka - Indi

District - Bijapur

State - Karnataka

Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
1	Chadchan	299			0	82	50
		297	1		0	63	10
		Road	Between syno.297& 307		0	11	50
		307			0	59	60
		308	1A				
			1B				
			1C				
			2		0	91	60
		310			1	34	10
		311			0	07	80
		320			0	00	50
		317	1A				
			1B				
			2		0	43	70
		319	1				
			2		0	74	20
		322	1		0	60	00
		323	1				
			2		0	20	90
		324			1	00	80
		329			0	78	60
		Road	Between syno.329 & 388		0	09	50
		388	1				
			2				
			3				
			4		0	54	50
		380	1				
			2				
			3		0	86	70
		379			1	23	20
		378	1A1				
			1A2				
			1B				
			2		0	07	80
		368			0	01	30
		369	1		0	39	20
			2		0	38	50
		365			0	65	80
		360	1				
			2				
			3				
			4		0	56	50

Cont. B2

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
	Chadchan	355	1A				
			1B				
			2A				
			2B1		0	88	10
	Cart Track	Between syno.355 & 350			0	03	70
	350				0	27	60
	Road	Between syno.350 & 486			0	07	70
	486		1				
			2		0	27	20
	485		1				
			2				
			3				
			4		0	76	90
	481				0	61	40
	482				0	76	50
	476		1				
			2		0	02	70
	475		1		0	13	40
			3		0	17	90
	473				0	39	40
	472		3B				
			3A				
			2				
			1		0	31	50
	Road	Between syno.472 & 16			0	06	70
	16		2/A				
			2/B		0	24	20
	17		2		0	23	30
	18		1B				
			1B1				
			1C		0	27	40
	20				0	29	30
	28				1	01	30
	29				0	25	80
	30		1				
			2		1	05	80
	498				0	01	40
	35		1				
			2				
			3		0	57	00
	26		1A		0	03	40
	36				0	99	70
	Cart Track	Between syno.36 & 38/1,2,3			0	07	00

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	Chadchan	38	1+2+3A				
			1+2+3B		0	56	50
2	Havinal	BORI RIVER	Near syno.240		0	33	40
		240			0	74	10
		237	1A				
			1B		0	18	60
			2A				
			2B		0	59	90
		239	2		0	58	40
			1A		0	30	60
			1B1				
			1B2		0	32	40
		242	1				
			2A				
			2B		0	24	60
	Nala		Between syno. 142 & 180		0	08	40
	180				0	16	80
	Road		In syno. 180		0	06	80
	174		3		0	28	40
	174		2		0	12	10
	173		2A		0	20	70
			2B		0	16	30
			1A				
			1B		0	05	50
		170	2		0	54	20
			1		0	00	30
		169	2				
			1		0	52	20
		167	1A				
			1B				
			1C				
			1D		0	42	20
	166				0	36	00
	165				0	13	20
	164		1		0	25	90
	163		1		0	23	80
	162				0	34	80
	161		1				
			2				
			3				
			4				
			5		0	35	80
	156		1		0	87	80

Contd. B5

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	Havinal	156	2A				
			2B		0	83	40
		155			0	88	80
		87	1		0	47	00
			2		0	41	30
		88			1	09	30
		89			1	37	90
		90	1				
			2A				
			2B				
			2C		0	63	50
	Canal		In syno.90 & 98		0	12	90
	98				0	64	50
	Canal		In syno.98 & 92		0	03	60
	92				1	62	70
	Nala		In syno.92 & 93		0	07	30
	93				0	51	70
	Cart Track		Between syno.93 & 66/2		0	10	90
	66		2		0	44	10
3	Hathalli	160	1				
			2		0	19	40
	159		1				
			2		0	20	50
	158				0	42	10
	157		1		0	16	40
			2		0	13	30
			3		0	15	00
	156				0	45	80
	155		1				
			2		0	44	80
	154				0	45	90
	153		1		0	00	20
			2		0	11	80
	CANAL		Between syno.154&153		0	11	70
4	Kanchinal	13	1A				
			1B				
			1C				
			2A				
			2B1				
			2B2		1	59	10
	15		1				
			2		0	59	70

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No	Hissa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
5	Kanchinal	19	1				
			2				
			3		0	56	50
		20	1				
			2		0	68	50
		22	1				
			2		0	24	60
		118	1				
			2		0	39	30
		117	1				
			2		0	37	90
	Kerur	Road	Between syno.117 & 81		0	06	00
		81			0	23	40
		82			0	63	40
		83			0	40	40
		88			1	16	00
		Cart Track	Between syno.88 & 69		0	04	80
		69			0	84	20
		71			0	50	70
		Cart Track	Between syno.71 & 55		0	05	10
		55			0	53	70
		59	1				
			2		0	35	90
		58	1				
			2		0	42	70
		51	1A				
			1B				
			2		0	78	20
		50	1				
			2		0	45	00
		49	1A				
			1B				
			C				
			2		0	16	60
		Canal	In syno.49		0	10	80
		Cart Track	In syo.49		0	02	50
		9			0	56	40
		48	1				
			2		0	70	00
	Taddewadi	218			0	88	70
		215			0	15	80
		216	1				
			2				

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
	Taddewadi	216	3				
			4A				
			4B		0	56	50
		212			0	27	40
		211	1				
			2		0	39	90
		210			0	38	10
		209			0	24	30
	Canal	Between syno.209 & 156			0	07	00
	156		1A/1A				
			1A/1B				
			1A/2				
			1B				
			2		0	88	50
	Road		In syno.156		0	05	80
	Canal		In syno.159		0	04	30
	159		1				
			2		0	19	60
	160				0	22	70
	161				0	59	80
	135		1		0	70	00
	134				0	43	00
	Cart Track	Between syno.134 & 135			0	05	40
	135		2		0	17	70
	Canal	Between syno.134 & 135			0	01	30
	225		A		0	07	30
			B1				
			B2		0	08	80
	136				0	17	10
	137				0	28	80
	Canal	Between syno.137 & 138			0	09	20
	138				0	16	30
	139		1				
			2		0	27	10
	140				0	16	50
	141		1				
			2		0	37	80
	144		1				
			2				
			3				
			4		0	49	60
	143		1				
			2/1				
			2/2		0	68	90

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
7	Margur	STREAM			0	17	80
		136			0	30	90
		134	1				
			2				
			3		1	14	20
		135	1				
			2				
			3				
			4		0	80	40
		Cart Track	Between syno.135 & Canal		0	04	10
		Canal			0	03	00
		89	1				
			2A				
			2B				
			2C				
			3		0	30	80
		101			0	31	60
		90			0	76	10
		91	1				
			2		0	45	30
		95P			0	89	80
		95	1				
			2				
			3				
			4				
			5		0	00	40
		94	1A				
			1B				
			2A				
			2B		1	08	60
		Nala	Between syno.94 & CT		0	18	60
		Cart Track	Between Nala & syno.69		0	05	50
		69			0	72	50
		70			0	71	90
		71			0	56	40
		66			0	29	50
		Cart Track	Between syno.66 & 49		0	04	50
		49	1				
			2		1	56	10
		Canal	Between syno.49 & 52		0	03	20
		52			1	35	20
	Dhulkhed	138			0	96	10
		141	1				
			2				

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl No	Village Name	Survey No	Hissa No	Gat No	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
	Dhulkhed		3		0	17	30
		145	1A				
			1B				
			2A		0	21	00
		144	1				
			2		0	74	90
	NH-13	Between syno 112 & 144			0	14	90
	112	1					
		2					
		3			1	33	00
	Canal	Between syno 112 & 115			0	03	10
	115	1+2A					
		1+2B			0	89	20
	114	1					
		2			0	00	70
	116				0	54	90
	Cart Track	Between syno 116 & 117			0	05	30
	117	1					
		2			0	57	50
	118				0	15	70
	119				0	21	10
	120				0	11	10
	121	1					
		2			0	59	00
	122	1					
		2			0	18	70
	123	1					
		2			0	46	00
9	Chanegaon	215	1				
			2				
			3				
			4				
			5		1	23	30
	canal	Between syno 215 & 190			0	06	30
	190				0	50	90
	192				0	48	20
	186				1	26	10
	185				0	28	50
	184				0	60	20
	canal	Between syno 180 & 184			0	04	50
	180	1					
		2			1	08	10

Taluka - Indi		District - Bijapur			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
1	2	3	4	5	Hectare	Are	Centiare
10	Shirgur	45			0	04	70
		46	1A				
			1/B				
			2		1	42	70
		ROAD	Between syno.45 & 46		0	03	80
		42	1				
			2				
			3				
			4				
			5		0	44	60
		44	Govt.Land		0	00	90
		17	A/1				
			A/2				
			A/3		1	06	70
		18A	1				
			2		0	12	90
		16A			0	72	20
		15	1				
			2		0	76	60
		12	1				
			2		0	62	90
		Cart Track	Between syno.12 & 15		0	06	20
		14			0	09	60
		BHIMA RIVER			0	68	90

[No L. 14014/22/02-G.P.]
SWAMI SINGH. Director

नई दिल्ली, 3 अप्रैल, 2002

का. आ. 1151.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1535, तारीख 03.07.2001 और का. आ. 2528, तारीख 19.09.2001 द्वारा “सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सैक्शनों की संवर्द्धन परियोजना” के कार्यान्वयन के लिए अपरिष्कृत तेल का परिवहन करने के प्रयोजन के लिए गुजरात राज्य में विरमगाम, राजस्थान राज्य के चाकसू से होते हुए हरियाणा राज्य में पानीपत तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के लिए उक्त अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट तहसील रोहतक, जिला रोहतक, हरियाणा राज्य की भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषण की थी;

और उक्त राजपत्र अधिसूचनाओं की प्रतियाँ जनता को क्रमशः तारीख 20.07.2001 और 08.10.2001 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने के बजाए सभी विल्लंगमों से मुक्त, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

तहसील: रोहतक		जिला: रोहतक		राज्य: हरियाणा		
गाँव का नाम	हदबस्तसंख्या	मुस्ततील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
कुलताना	16		172	0	01	26
			174	0	11	38
			1728/175	0	02	53
			1729/175	0	00	25
			186	0	15	18
			288	0	11	38
			1856/289	0	02	53
			1857/289	0	06	32
			1615/290	0	03	79
			1616/290	0	00	00
			1829/291	0	01	26
			1562/292	0	03	79
			1563/292	0	02	53
			293	0	06	32
			1618/294	0	00	25
			1536/295	0	05	06
			297	0	10	12
			304	0	15	18
			305	0	02	53
			320	0	00	25
			321	0	06	32
			338	0	00	75
			389	0	05	56
			407	0	04	07
			408	0	02	53
			1085	0	01	26
			1086	0	07	59
			1087	0	11	38
			1088	0	02	53
			1089	0	02	53
			1095	0	02	53
			1099	0	08	85
			1100	0	10	12
			1101	0	01	26
			1105	0	01	26
			1106	0	06	32
			1110	0	03	79

3						
1	2	3	4	5	6	7
			11/1	0	02	53
			11/2	0	04	05
			20/2	0	05	56
			21	0	02	02
		110	5/1/2	0	04	55
			5/2	0	02	28
			6/1	0	04	55
			6/2	0	01	26
			15/1	0	00	25
			15/2	0	04	05
			16	0	06	83
			25	0	06	58
		111	5	0	06	83
			6/2	0	06	58
			15/1	0	06	83
			16/2	0	06	83
			17	0	00	00
			24/1	0	01	77
			24/2	0	00	76
			25	0	04	05
		135	4/1	0	04	81
			4/2	0	01	01
			5	0	00	51
			7/1	0	06	83
			14	0	06	83
			17	0	06	32
			24/1	0	05	56
			24/2	0	01	01
		136	4	0	06	58
			7/1	0	02	53
			7/2	0	04	05
			14	0	06	58
			17	0	06	07
			23	0	02	53
			24	0	04	55
		156	3	0	06	07
			4	0	00	76
			8	0	06	58
			13	0	06	58
			18	0	05	56
			401	0	01	01
			1012	0	00	51
			1015	0	00	51
			1016	0	00	51
			1102	0	00	76
			1104	0	01	52

4						
1	2	3	4	5	6	7
			1116	0	00	25
			1119	0	00	76
			1121	0	00	51
			1127	0	00	51
इसगाईला 9 बिस्वा	38	16	14	0	03	79
			16	0	04	30
			17	0	10	63
			18	0	11	13
			19	0	00	00
			21	0	03	79
			22	0	13	66
			23	0	03	04
		20	4	0	00	25
			5	0	09	61
			6/2	0	06	32
			14	0	12	14
			17	0	09	61
			18	0	00	51
			22	0	00	25
		21	1	0	10	63
		45	2	0	01	26
			3/1	0	10	63
			3/2	0	01	01
			8/1	0	05	82
			8/2	0	03	04
			9	0	03	54
			13/1	0	11	38
			13/2	0	00	00
			18	0	11	38
			23/2	0	11	38
		49	3	0	11	38
			7/2	0	02	53
			8	0	09	11
			13	0	02	28
			14/1	0	04	05
			14/2	0	05	31
			17	0	10	88
			24	0	11	38
		73	4	0	11	38
			7	0	06	58
			14	0	06	58
			17/1	0	02	28
			17/2	0	04	30
			24/1	0	02	53
			24/2	0	04	05
		78	4/1	0	03	04
			4/2	0	03	79
			7	0	06	83
			14	0	06	58
			17/1	0	03	04
			17/2	0	04	05
			24	0	06	83
		98	3/1	0	00	00

1	2	3	4	5	6	7
			3/2	0	0	00
			4	0	06	32
			7	0	05	06
			8	0	02	02
			13	0	04	55
			14	0	02	53
			17	0	00	25
			18	0	06	83
			23	0	06	83
		103	3	0	06	83
			8	0	06	83
			13	0	06	58
			18/2	0	06	58
			23/1	0	05	82
		119	3/2	0	06	58
			8/1	0	06	83
			13/1/2	0	05	06
			13/2	0	02	02
			18/1	0	06	58
			23	0	06	83
		124	2/1	0	00	00
			2/2	0	00	25
			3	0	01	78
		136	2	0	06	58
			9	0	06	58
			12	0	06	58
			19/2	0	06	58
			22	0	06	58
		141	1/1	0	01	77
			2	0	04	30
			9	0	05	56
			10	0	01	52
			11/1	0	02	02
			11/2	0	02	02
			12	0	03	04
			19/1	0	00	00
			19/2	0	01	01
			20	0	06	07
			21	0	06	07
		147	1	0	06	58
			10	0	06	58
			11	0	06	58
			20	0	06	83
			21/1	0	05	06
		151	1	0	00	76
			174	0	00	76
			177	0	00	76

1	2	3	4	5	6	7
			178	0	00	25
			189	0	00	51
			190/1	0	00	51
			264	0	00	51
गांधरा	44	9	14	0	05	82
			15/1	0	00	25
			17/1	0	04	81
			17/2	0	00	51
			17/3	0	01	52
			24	0	06	32
		19	4	0	06	83
			7/1	0	03	29
			7/2	0	00	25
			8/1	0	01	77
			8/2	0	01	77
			13	0	06	83
			18/1	0	01	77
			18/2	0	05	06
			23	0	06	83
		28	3/1	0	06	83
			8	0	01	52
			22/1	0	04	81
			22/2	0	00	25
		39	1/2	0	01	26
			2	0	04	81
			9/2	0	00	51
			10	0	06	83
			11	0	05	82
			20/1/1	0	01	01
			20/1/2	0	04	05
			20/2/2	0	02	78
			21/2	0	06	83
		49	5	0	02	28
			6	0	06	83
			15	0	06	83
			16	0	06	83
			24	0	00	00
			25/1	0	03	79
			25/2	0	03	04
		50	1	0	04	55
		60	4	0	04	30
			5	0	02	53
			7/1	0	03	54
			7/2	0	03	29
			14/2	0	06	83
			17/1	0	01	01
			17/2	0	05	31

1	2	3	4	5	6	7
			23/2	0	00	51
			24	0	05	06
		69	3/1	0	05	06
			3/2	0	01	01
			4	0	00	76
			8/2	0	06	83
			13/1	0	05	06
			13/2	0	00	51
			13/3	0	00	76
			18/1/1	0	00	25
			18/1/2	0	03	04
			18/2/2	0	03	54
			22	0	02	02
			23/1	0	00	76
			23/2	0	04	30
		84	2/1	0	00	25
			2/2	0	06	83
			2/3	0	00	00
			3/2	0	00	00
			9	0	06	83
			12	0	06	83
			19	0	06	83
			20	0	00	00
			21	0	05	06
			22	0	01	52
		93	16	0	01	26
			25	0	06	32
		94	1	0	06	32
			10	0	06	83
			11	0	06	83
			20	0	04	05
			21/1	0	00	00
		108	5	0	06	83
			6/2	0	06	58
			15/1	0	00	51
			15/3/1	0	06	32
			16/2	0	04	05
			16/3	0	03	04
			25/1	0	06	58
		116	5	0	06	58
			6	0	06	58
			15	0	04	55
			165/3/1	0	01	01
			166	0	00	51
			174	0	01	52
			176	0	00	51
			180	0	00	51
			185	0	00	51

1	2	3	4	5	6	7
नौनन्द	43	23	22/1	0	00	25
			22/2	0	00	76
		44	3/1	0	06	58
			8	0	06	58
			12	0	00	51
			13/1/1	0	03	54
			13/1/2	0	02	28
			18	0	00	25
			19/1	0	00	00
			19/2	0	05	31
			22	0	06	32
		48	2/1	0	03	29
			2/2	0	03	29
			9	0	06	58
			12	0	06	58
			19/1	0	01	52
			19/2	0	05	06
			21	0	01	26
			22/1	0	05	06
		70	21	0	06	58
		73	1	0	06	58
			10	0	04	55
			11	0	00	51
		74	6	0	02	28
			15	0	06	32
			16	0	06	07
			25/1	0	06	83
		89	5/1	0	00	76
			5/2	0	05	82
			5/3	0	00	25
			6/1	0	05	82
			6/2	0	00	00
			7/1	0	01	52
			101	0	00	76
			106	0	01	26
पाकसमा	57	9	4	0	06	58
			7	0	06	58
			14	0	06	83
			17	0	06	58
			24/1	0	04	05
			24/2/1	0	00	51
			24/2/2	0	01	26
		10	5/2/1	0	06	32
			5/2/2	0	00	51
			6	0	06	58

1	2	3	4	5	6	7
			15	0	06	58
			16	0	06	07
			17	0	00	51
			24	0	04	55
			25	0	01	77
		11	6	0	02	28
			15	0	06	32
			16	0	06	83
			25/1/1	0	02	28
			25/2/1	0	04	55
		12	1	0	02	28
			10	0	04	30
			11	0	00	25
		72	2/1	0	01	01
			2/2	0	05	57
			9	0	06	32
			12	0	06	58
			19	0	06	83
			21	0	01	26
			22	0	05	57
		73	3	0	06	58
			8	0	06	58
			12	0	01	52
			13	0	05	06
			18	0	00	76
			19/1	0	02	53
			19/2	0	02	53
			22	0	06	58
		74	3/3	0	01	01
			4	0	06	07
			7/1	0	00	51
			7/2	0	00	25
			8	0	05	82
			13	0	06	58
			18/1	0	03	29
			18/2	0	03	54
			23	0	06	58
		102	5/2	0	00	00
			6	0	04	05
			15/1	0	03	79
			15/2	0	02	78
			16	0	06	83
			25/1/1	0	05	06
		104	1/2/1/3	0	01	01
			1/2/2	0	05	31
			2	0	00	25
			10/1	0	02	28
			10/2	0	00	76

IV						
1	2	3	4	5	6	7
			10/3	0	01	01
			10/4	0	03	04
			11/1	0	00	25
			11/2	0	00	00
			11/3	0	06	32
			11/4	0	00	25
			20/1	0	00	51
			20/3	0	06	32
			21/2	0	06	07
			21/3	0	00	51
	105		1/1	0	01	77
			1/2	0	04	30
			10	0	03	04
	130		4	0	06	58
			7/1/1	0	00	51
			7/1/2	0	05	06
			7/2	0	01	01
			14/1	0	05	57
			14/2	0	01	26
			17	0	06	83
			24	0	06	58
	131		5/1/2	0	02	02
			5/2/2	0	03	54
			6/1	0	06	58
			15	0	06	83
			16	0	04	55
			17	0	02	53
			24	0	06	58
			25	0	00	25
	140		3/1/1	0	02	02
			4/1/1	0	00	51
			4/1/2	0	04	30
			7	0	00	51
			8	0	06	07
			13	0	06	58
			18	0	06	83
			23	0	05	82
			205/1	0	00	76
			206	0	00	76
			212/5	0	01	01
			229/1	0	00	51
			230	0	00	51

1	2	3	4	5	6	7
मालोट	59	103	21/2	0	00	00
		104	1	0	06	58
			10	0	06	83
			11	0	06	83
			20	0	04	55
		105	16	0	02	02
			25/2	0	06	83
		140	5	0	06	83
			6	0	06	83
			15	0	06	83
			16	0	04	55
			17	0	00	51
			24	0	04	05
			25	0	01	01
		147	4	0	06	83
			7	0	06	83
			14/1	0	00	00
			14/2	0	07	08
			17/1	0	03	04
			18	0	04	05
			23	0	07	08
		174	2	0	00	51
			3	0	06	32
			8	0	00	51
			9/1	0	03	29
			9/2	0	03	54
			12	0	07	08
			19	0	03	79
			20	0	03	29
			21	0	06	58
		183	1/1	0	00	25
			1/2	0	06	32
			2/2	0	00	25
			9	0	03	04
			10	0	04	05
			11	0	00	51
			12	0	06	07
			19	0	06	58
			22	0	06	58
		204	2	0	05	82
			9	0	06	58
			12	0	06	58
			19/1	0	03	29
			19/2	0	03	29
			21/1	0	00	51
			21/2	0	00	02
			22	0	04	05
		213	1	0	06	58
			2	0	00	25

1	2	3	4	5	6	7
			10	0	06	32
			11	0	06	58
			20	0	06	58
			21	0	06	58
		229	1	0	04	30
			267	0	00	76
			306	0	01	52
			309	0	00	25
			327	0	00	25
रुड़की	54	5	23	0	00	00
		16	3/1	0	05	31
			3/2	0	00	76
			8	0	06	83
			13/1	0	06	83
			19/2	0	06	07
			22/2	0	05	06
		21	2/2	0	06	83
			9/1	0	02	53
			9/2	0	04	55
			11	0	02	28
			12/1/1	0	00	51
			12/1/2	0	04	55
			19	0	00	00
			20/1	0	01	01
			20/2	0	05	82
			21/1	0	03	54
			21/2/1	0	01	77
			21/2/2	0	01	77
		33	16/1	0	01	26
		34	1	0	06	83
			10	0	01	27
			11	0	00	25
		44	4/2	0	00	00
			5/1	0	02	02
			5/2/1	0	00	26
			6/1/1	0	00	25
			7/1	0	02	28
			7/2	0	03	29
			14/1	0	06	58
			14/2	0	00	25
			17	0	06	83
			23	0	00	25
			24	0	06	58
		56	3	0	06	32
			4/1	0	01	26
			7/1	0	00	00

15						
1	2	3	4	5	6	7
			7/2	0	01	01
			8	0	05	56
			13/1	0	00	51
			13/2	0	00	51
			14	0	05	56
			17	0	06	83
			24/1	0	06	58
		65	4/2	0	05	31
			7	0	07	08
			8	0	00	00
			13	0	07	08
			14	0	00	51
			18	0	07	08
			19/1	0	00	51
			22/1	0	00	51
			22/2	0	06	83
			23/1	0	00	00
		79	16	0	02	28
			25/1	0	00	25
			25/2	0	04	05
			25/3	0	00	51
		80	1	0	01	26
			2	0	06	07
			10	0	07	84
			11	0	06	58
			20	0	04	05
			21/2	0	00	25
		90	5	0	06	83
			6	0	06	83
			15/1	0	02	28
			15/2	0	04	55
			16	0	04	05
			17	0	03	04
			24	0	06	83
		105	4	0	06	58
			7	0	06	58
			14	0	06	83
			17/2	0	03	04
			18	0	03	54
			23/2	0	01	26
			23/3	0	05	56
		110	3/1	0	05	56
			3/2	0	01	26
			8	0	06	83
			12	0	01	01
			13	0	05	82
			18/1	0	00	25

1	2	3	4	5	6	7
			19	0	06	83
			22	0	06	83
		129	2	0	06	83
			9/1	0	01	26
			9/2	0	05	06
			10	0	00	25
			11	0	04	05
			12	0	01	52
			20	0	06	83
			21	0	06	83
		138	1	0	06	58
			10	0	03	04
		139	6	0	01	26
			15/1	0	04	05
			15/2	0	02	78
			16/1	0	05	31
			16/2	0	01	52
			25	0	06	83
		147	4	0	00	25
			5/1	0	01	77
			5/2	0	04	55
			6	0	01	52
			7	0	05	31
			14	0	01	27
		156	3	0	01	01
			4	0	00	25
			8	0	06	83
			13	0	06	83
			18	0	06	83
			22/2/1	0	00	76
			22/2/2	0	01	26
			23/1	0	04	55
		160	19/2	0	02	53
			22/1	0	06	83
		167	3	0	00	25
			176	0	01	26
			177	0	03	04
			181/1-3	0	02	78
			182	0	01	01
			214	0	00	25
			221	0	00	25
			226	0	01	01
			230	0	00	25
			252/2	0	01	77
			259	0	00	51

13						
1	2	3	4	5	6	7
पोलंगी	53	2	5	0	00	25
			6	0	04	55
			15	0	06	83
			16	0	06	83
			25	0	06	83
		3	1	0	05	31
			10	0	02	02
		7	4	0	00	25
			5	0	06	32
			6	0	01	52
			7	0	00	76
			16/2	0	00	76
		10	4/2	0	03	04
			4/3	0	00	51
			4/4	0	00	25
			7/1	0	00	51
			7/2	0	00	76
			8/1	0	00	00
			8/2	0	00	51
			8/3	0	04	81
			13/1	0	03	54
			13/2	0	03	29
			18/2	0	06	83
			23/1	0	03	54
			23/2	0	03	29
		18	2/1	0	00	51
			3/1	0	00	51
			3/2	0	04	55
			3/3	0	01	01
			8/1/1	0	00	00
			8/2	0	00	51
			9	0	05	56
			12	0	06	83
			19	0	06	83
			22/1	0	05	56
		21	2/1	0	00	76
			12	0	01	52
			20/2	0	06	07
			21/1	0	05	31
		33	1/1	0	01	26
			1/2	0	00	51
		34	5/1	0	03	29
			6	0	06	83
			15	0	06	83
			16	0	06	83
			24/1	0	02	28
			24/2	0	00	76
			25	0	03	29
		36	4/1	0	02	78
			4/2	0	04	05
			7	0	06	83
			14/1	0	00	25
			14/2	0	06	58
			17	0	05	82
			18/2/1	0	00	25
			18/2/2	0	00	00

1	2	3	4	5	6	7
			18/3/1	0	00	25
			18/3/2	0	00	25
			23/1	0	06	07
			23/2	0	01	01
			24	0	00	76
			62	0	01	52
			63	0	00	51

[फा. सं. आर. 25011/17/2001/ओ.आर. I]

एस. एस. केमवाल, अवर सचिव

New Delhi, the 3rd April, 2002

S. O. 1151.— Whereas by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1535, dated the 3rd July, 2001 and number S.O. 2528 dated the 19th September, 2001. issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to these notifications for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan by the Indian Oil Corporation Limited for implementation of the "augmentation of Viramgam-Chaksu, Chaksu-Panipat and Chaksu Mathura Sections of Salaya-Mathura Pipeline System Project" in Tehsil-Rohtak, District-Rohtak in Haryana State.

And, whereas, copies of the said gazette notifications were made available to the public on 20.07.2001 and 08.10.2001 respectively.

And, whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government.;

And, whereas, the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines ;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Tehsil: Rohtak

Dist: Rohtak

State: Haryana

Name of Village	Hadbast No.	Mustatil No	Khasra/Killa No	Area		
				Hectare.	Are	Sq.Mtr
1	2	3	4	5	6	7
Kultana	16		172	0	01	26
			174	0	11	38
			1728/175	0	02	53
			1729/175	0	00	25
			186	0	15	18
			288	0	11	38
			1856/289	0	02	53
			1857/289	0	06	32
			1615/290	0	03	79
			1616/290	0	00	00
			1829/291	0	01	26
			1562/292	0	03	79
			1563/292	0	02	53
			293	0	06	32
			1618/294	0	00	25
			1536/295	0	05	06
			297	0	10	12
			304	0	15	18
			305	0	02	53
			320	0	00	25
			321	0	06	32
			338	0	00	75
			389	0	05	56
			407	0	04	07
			408	0	02	53
			1085	0	01	26
			1086	0	07	59
			1087	0	11	38
			1088	0	02	53
			1089	0	02	53
			1095	0	02	53
			1099	0	08	85
			1100	0	10	12
			1101	0	01	26
			1105	0	01	26
			1106	0	06	32
			1110	0	03	79
			1111	0	03	79
			1112	0	01	26
			1115	0	02	53
			1116	0	05	06
			1118	0	02	53
			1147	0	01	26
			1175	0	02	78
			1176	0	05	06

1	2	3	4	5	6	7
			1178	0	00	25
			1253	0	03	79
			1254	0	07	59
			1255	0	02	53
			1276	0	06	32
			1277	0	02	53
			1280	0	02	53
			1281	0	02	53
			1282	0	02	53
			1319	0	01	26
			1744/1320	0	10	12
			1321	0	01	26
			1324	0	10	12
			1333	0	01	26
			1386	0	05	06
			1755/1387	0	01	26
			1388	0	03	79
			1391	0	05	06
			1392	0	12	65
			1752/1393	0	08	85
			1396	0	05	06
			1402	0	07	59
			1403	0	06	32
			1405	0	02	53
			1406	0	02	53
			1407	0	03	79
			1412	0	06	32
			1414	0	00	00
			1415	0	05	06
			1420	0	01	26
			1421/2/2	0	15	18
			1422/1	0	03	79
			1422/2	0	03	79
			1423	0	10	12
			1424	0	00	00
Ismayila 11 Biswa	37	83	16	0	00	76
			25/2	0	03	04
			25/3/2	0	01	52
		84	1/1	0	03	79
			1/2	0	01	01
			10	0	06	83
			11/1	0	02	53
			11/2	0	04	05
			20/2	0	05	56
			21	0	02	02
		110	5/1/2	0	04	55
			5/2	0	02	28

1	2	3	4	5	6	7
			6/1	0	04	55
			6/2	0	01	26
			15/1	0	00	25
			15/2	0	04	05
			16	0	06	83
			25	0	06	58
		111	5	0	06	83
			6/2	0	06	58
			15/1	0	06	83
			16/2	0	06	83
			17	0	00	00
			24/1	0	01	77
			24/2	0	00	76
			25	0	04	05
		135	4/1	0	04	81
			4/2	0	01	01
			5	0	00	51
			7/1	0	06	83
			14	0	06	83
			17	0	06	32
			24/1	0	05	56
			24/2	0	01	01
		136	4	0	06	58
			7/1	0	02	53
			7/2	0	04	05
			14	0	06	58
			17	0	06	07
			23	0	02	53
			24	0	04	55
		156	3	0	06	07
			4	0	00	76
			8	0	06	58
			13	0	06	58
			18	0	05	56
			401	0	01	01
			1012	0	00	51
			1015	0	00	51
			1016	0	00	51
			1102	0	00	76
			1104	0	01	52
			1116	0	00	25
			1119	0	00	76
			1121	0	00	51
			1127	0	00	51

1	2	3	4	5	6	7
Ismayila 9 Biswa	38	16	14	0	03	79
			16	0	04	30
			17	0	10	63
			18	0	11	13
			19	0	00	00
			21	0	03	79
			22	0	13	66
			23	0	03	04
		20	4	0	00	25
			5	0	09	61
			6/2	0	06	32
			14	0	12	14
			17	0	09	61
			18	0	00	51
			22	0	00	25
		21	1	0	10	63
		45	2	0	01	26
			3/1	0	10	63
			3/2	0	01	01
			8/1	0	05	82
			8/2	0	03	04
			9	0	03	54
			13/1	0	11	38
			13/2	0	00	00
			18	0	11	38
			23/2	0	11	38
		49	3	0	11	38
			7/2	0	02	53
			8	0	09	11
			13	0	02	28
			14/1	0	04	05
			14/2	0	05	31
			17	0	10	88
			24	0	11	38
		73	4	0	11	38
			7	0	06	58
			14	0	06	58
			17/1	0	02	28
			17/2	0	04	30
			24/1	0	02	53
			24/2	0	04	05
		78	4/1	0	03	04
			4/2	0	03	79
			7	0	06	83
			14	0	06	58
			17/1	0	03	04
			17/2	0	04	05
			24	0	06	83
		98	3/1	0	00	00

1	2	3	4	5	6	7
			3/2	0	0	00
			4	0	06	32
			7	0	05	06
			8	0	02	02
			13	0	04	55
			14	0	02	53
			17	0	00	25
			18	0	06	83
			23	0	06	83
		103	3	0	06	83
			8	0	06	83
			13	0	06	58
			18/2	0	06	58
			23/1	0	05	82
		119	3/2	0	06	58
			8/1	0	06	83
			13/1/2	0	05	06
			13/2	0	02	02
			18/1	0	06	58
			23	0	06	83
		124	2/1	0	00	00
			2/2	0	00	25
			3	0	01	78
		136	2	0	06	58
			9	0	06	58
			12	0	06	58
			19/2	0	06	58
			22	0	06	58
		141	1/1	0	01	77
			2	0	04	30
			9	0	05	56
			10	0	01	52
			11/1	0	02	02
			11/2	0	02	02
			12	0	03	04
			19/1	0	00	00
			19/2	0	01	01
			20	0	06	07
			21	0	06	07
		147	1	0	06	58
			10	0	06	58
			11	0	06	58
			20	0	06	83
			21/1	0	05	06
		151	1	0	00	76
			174	0	00	76
			177	0	00	76

1	2	3	4	5	6	7
			178	0	00	25
			189	0	00	51
			190/1	0	00	51
			264	0	00	51
Gandhra	44	9	14	0	05	82
			15/1	0	00	25
			17/1	0	04	81
			17/2	0	00	51
			17/3	0	01	52
			24	0	06	32
		19	4	0	06	83
			7/1	0	03	29
			7/2	0	00	25
			8/1	0	01	77
			8/2	0	01	77
			13	0	06	83
			18/1	0	01	77
			18/2	0	05	06
			23	0	06	83
		28	3/1	0	06	83
			8	0	01	52
			22/1	0	04	81
			22/2	0	00	25
		39	1/2	0	01	26
			2	0	04	81
			9/2	0	00	51
			10	0	06	83
			11	0	05	82
			20/1/1	0	01	01
			20/1/2	0	04	05
			20/2/2	0	02	78
			21/2	0	06	83
		49	5	0	02	28
			6	0	06	83
			15	0	06	83
			16	0	06	83
			24	0	00	00
			25/1	0	03	79
			25/2	0	03	04
		50	1	0	04	55
		60	4	0	04	30
			5	0	02	53
			7/1	0	03	54
			7/2	0	03	29
			14/2	0	06	83
			17/1	0	01	01
			17/2	0	05	31

1	2	3	4	5	6	7
			23/2	0	00	51
			24	0	05	06
		69	3/1	0	05	06
			3/2	0	01	01
			4	0	00	76
			8/2	0	06	83
			13/1	0	05	06
			13/2	0	00	51
			13/3	0	00	76
			18/1/1	0	00	25
			18/1/2	0	03	04
			18/2/2	0	03	54
			22	0	02	02
			23/1	0	00	76
			23/2	0	04	30
		84	2/1	0	00	25
			2/2	0	06	83
			2/3	0	00	00
			3/2	0	00	00
			9	0	06	83
			12	0	06	83
			19	0	06	83
			20	0	00	00
			21	0	05	06
			22	0	01	52
		93	16	0	01	26
			25	0	06	32
		94	1	0	06	32
			10	0	06	83
			11	0	06	83
			20	0	04	05
			21/1	0	00	00
		108	5	0	06	83
			6/2	0	06	58
			15/1	0	00	51
			15/3/1	0	06	32
			16/2	0	04	05
			16/3	0	03	04
			25/1	0	06	58
		116	5	0	06	58
			6	0	06	58
			15	0	04	55
			165/3/1	0	01	01
			166	0	00	51
			174	0	01	52
			176	0	00	51
			180	0	00	51
			185	0	00	51

1	2	3	4	5	6	7
Naunand	43	23	22/1	0	00	25
			22/2	0	00	76
		44	3/1	0	06	58
			8	0	06	58
			12	0	00	51
			13/1/1	0	03	54
			13/1/2	0	02	28
			18	0	00	25
			19/1	0	00	00
			19/2	0	05	31
			22	0	06	32
		48	2/1	0	03	29
			2/2	0	03	29
			9	0	06	58
			12	0	06	58
			19/1	0	01	52
			19/2	0	05	06
			21	0	01	26
			22/1	0	05	06
		70	21	0	06	58
		73	1	0	06	58
			10	0	04	55
			11	0	00	51
		74	6	0	02	28
			15	0	06	32
			16	0	06	07
			25/1	0	06	83
		89	5/1	0	00	76
			5/2	0	05	82
			5/3	0	00	25
			6/1	0	05	82
			6/2	0	00	00
			7/1	0	01	52
			101	0	00	76
			106	0	01	26
Pakasma	57	9	4	0	06	58
			7	0	06	58
			14	0	06	83
			17	0	06	58
			24/1	0	04	05
			24/2/1	0	00	51
			24/2/2	0	01	26
		10	5/2/1	0	06	32
			5/2/2	0	00	51
			6	0	06	58

1	2	3	4	5	6	7
			15	0	06	58
			16	0	06	07
			17	0	00	51
			24	0	04	55
			25	0	01	77
		11	6	0	02	28
			15	0	06	32
			16	0	06	83
			25/1/1	0	02	28
			25/2/1	0	04	55
		12	1	0	02	28
			10	0	04	30
			11	0	00	25
		72	2/1	0	01	01
			2/2	0	05	57
			9	0	06	32
			12	0	06	58
			19	0	06	83
			21	0	01	26
			22	0	05	57
		73	3	0	06	58
			8	0	06	58
			12	0	01	52
			13	0	05	06
			18	0	00	76
			19/1	0	02	53
			19/2	0	02	53
			22	0	06	58
		74	3/3	0	01	01
			4	0	06	07
			7/1	0	00	51
			7/2	0	00	25
			8	0	05	82
			13	0	06	58
			18/1	0	03	29
			18/2	0	03	54
			23	0	06	58
		102	5/2	0	00	00
			6	0	04	05
			15/1	0	03	79
			15/2	0	02	78
			16	0	06	83
			25/1/1	0	05	06
		104	1/2/1/3	0	01	01
			1/2/2	0	05	31
			2	0	00	25
			10/1	0	02	28
			10/2	0	00	76

1	2	3	4	5	6	7
			10/3	0	01	01
			10/4	0	03	04
			11/1	0	00	25
			11/2	0	00	00
			11/3	0	06	32
			11/4	0	00	25
			20/1	0	00	51
			20/3	0	06	32
			21/2	0	06	07
			21/3	0	00	51
		105	1/1	0	01	77
			1/2	0	04	30
			10	0	03	04
		130	4	0	06	58
			7/1/1	0	00	51
			7/1/2	0	05	06
			7/2	0	01	01
			14/1	0	05	57
			14/2	0	01	26
			17	0	06	83
			24	0	06	58
		131	5/1/2	0	02	02
			5/2/2	0	03	54
			6/1	0	06	58
			15	0	06	83
			16	0	04	55
			17	0	02	53
			24	0	06	58
			25	0	00	25
		140	3/1/1	0	02	02
			4/1/1	0	00	51
			4/1/2	0	04	30
			7	0	00	51
			8	0	06	07
			13	0	06	58
			18	0	06	83
			23	0	05	82
			205/1	0	00	76
			206	0	00	76
			212/5	0	01	01
			229/1	0	00	51
			230	0	00	51
			21/2	0	00	00
Bhalaut	59	103	1	0	06	58
		104				

1	2	3	4	5	6	7
			10	0	06	83
			11	0	06	83
			20	0	04	55
		105	16	0	02	02
			25/2	0	06	83
		140	5	0	06	83
			6	0	06	83
			15	0	06	83
			16	0	04	55
			17	0	00	51
			24	0	04	05
			25	0	01	01
		147	4	0	06	83
			7	0	06	83
			14/1	0	00	00
			14/2	0	07	08
			17/1	0	03	04
			18	0	04	05
			23	0	07	08
		174	2	0	00	51
			3	0	06	32
			8	0	00	51
			9/1	0	03	29
			9/2	0	03	54
			12	0	07	08
			19	0	03	79
			20	0	03	29
			21	0	06	58
		183	1/1	0	00	25
			1/2	0	06	32
			2/2	0	00	25
			9	0	03	04
			10	0	04	05
			11	0	00	51
			12	0	06	07
			19	0	06	58
			22	0	06	58
		204	2	0	05	82
			9	0	06	58
			12	0	06	58
			19/1	0	03	29
			19/2	0	03	29
			21/1	0	00	51
			21/2	0	02	02
			22	0	04	05
		213	1	0	06	58
			2	0	00	25

1	2	3	4	5	6	7
			10	0	06	32
			11	0	06	58
			20	0	06	58
			21	0	06	58
		229	1	0	04	30
			267	0	00	76
			306	0	01	52
			309	0	00	25
			327	0	00	25
Roorki	54	5	23	0	00	00
		16	3/1	0	05	31
			3/2	0	00	76
			8	0	06	83
			13/1	0	06	83
			19/2	0	06	07
			22/2	0	05	06
		21	2/2	0	06	83
			9/1	0	02	53
			9/2	0	04	55
			11	0	02	28
			12/1/1	0	00	51
			12/1/2	0	04	55
			19	0	00	00
			20/1	0	01	01
			20/2	0	05	82
			21/1	0	03	54
			21/2/1	0	01	77
			21/2/2	0	01	77
		33	16/1	0	01	26
		34	1	0	06	83
			10	0	01	27
			11	0	00	25
		44	4/2	0	00	00
			5/1	0	02	02
			5/2/1	0	00	26
			6/1/1	0	00	25
			7/1	0	02	28
			7/2	0	03	29
			14/1	0	06	58
			14/2	0	00	25
			17	0	06	83
			23	0	00	25
			24	0	06	58
		56	3	0	06	32
			4/1	0	01	26
			7/1	0	00	00

13						
1	2	3	4	5	6	7
			7/2	0	01	01
			8	0	05	56
			13/1	0	00	51
			13/2	0	00	51
			14	0	05	56
			17	0	06	83
			24/1	0	06	58
		65	4/2	0	05	31
			7	0	07	08
			8	0	00	00
			13	0	07	08
			14	0	00	51
			18	0	07	08
			19/1	0	00	51
			22/1	0	00	51
			22/2	0	06	83
			23/1	0	00	00
		79	16	0	02	28
			25/1	0	00	25
			25/2	0	04	05
			25/3	0	00	51
		80	1	0	01	26
			2	0	06	07
			10	0	07	84
			11	0	06	58
			20	0	04	05
			21/2	0	00	25
		90	5	0	06	83
			6	0	06	83
			15/1	0	02	28
			15/2	0	04	55
			16	0	04	05
			17	0	03	04
			24	0	06	83
		105	4	0	06	58
			7	0	06	58
			14	0	06	83
			17/2	0	03	04
			18	0	03	54
			23/2	0	01	26
			23/3	0	05	56
		116	3/1	0	05	56
			3/2	0	01	26
			8	0	06	83
			12	0	01	01
			13	0	05	82
			18/1	0	00	25

1	2	3	4	5	6	7
			19	0	06	83
			22	0	06	83
		129	2	0	06	83
			9/1	0	01	26
			9/2	0	05	06
			10	0	00	25
			11	0	04	05
			12	0	01	52
			20	0	06	83
			21	0	06	83
		138	1	0	06	58
			10	0	03	04
		139	6	0	01	26
			15/1	0	04	05
			15/2	0	02	78
			16/1	0	05	31
			16/2	0	01	52
			25	0	06	83
		147	4	0	00	25
			5/1	0	01	77
			5/2	0	04	55
			6	0	01	52
			7	0	05	31
			14	0	01	27
		156	3	0	01	01
			4	0	00	25
			8	0	06	83
			13	0	06	83
			18	0	06	83
			22/2/1	0	00	78
			22/2/2	0	01	26
			23/1	0	04	55
		160	19/2	0	02	53
			22/1	0	06	83
		167	3	0	00	25
			176	0	01	26
			177	0	03	04
			181/1-3	0	02	78
			182	0	01	01
			214	0	00	25
			221	0	00	25
			226	0	01	01
			230	0	00	25
			252/2	0	01	77
			259	0	00	51

1	2	3	4	5	6	7
Polungi	53	2	5	0	00	25
			6	0	04	55
			15	0	06	83
			16	0	06	83
			25	0	06	83
		3	1	0	05	31
			10	0	02	02
		7	4	0	00	25
			5	0	06	32
			6	0	01	52
			7	0	00	76
			16/2	0	00	76
		10	4/2	0	03	04
			4/3	0	00	51
			4/4	0	00	25
			7/1	0	00	51
			7/2	0	00	76
			8/1	0	00	00
			8/2	0	00	51
			8/3	0	04	81
			13/1	0	03	54
			13/2	0	03	29
			18/2	0	06	83
			23/1	0	03	54
			23/2	0	03	29
		18	2/1	0	00	51
			3/1	0	00	51
			3/2	0	04	55
			3/3	0	01	01
			8/1/1	0	00	00
			8/2	0	00	51
			9	0	05	56
			12	0	06	83
			19	0	06	83
			22/1	0	05	56
		21	2/1	0	00	76
			12	0	01	52
			20/2	0	06	07
			21/1	0	05	31
		33	1/1	0	01	26
			1/2	0	00	51
		34	5/1	0	03	29
			6	0	06	83
			15	0	06	83
			16	0	06	83
			24/1	0	02	28
			24/2	0	00	76
			25	0	03	29
		36	4/1	0	02	78

10						
1	2	3	4	5	6	7
			4/2	0	04	05
			7	0	06	83
			14/1	0	00	25
			14/2	0	06	58
			17	0	05	82
			18/2/1	0	00	25
			18/2/2	0	00	00
			18/3/1	0	00	25
			18/3/2	0	00	25
			23/1	0	06	07
			23/2	0	01	01
			24	0	00	76
			62	0	01	52
			63	0	00	51

[No. R. 25011/17/2001/OR I]

S.S. KEMWAL, Under Secy

नई दिल्ली, 3 अप्रैल, 2002

का. आ. 1152.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के या भूमि के नीचे पाइपलाइन बिछाने के अधिकार के अर्जन के लिए श्री डी. के. पारेख, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), पो0 बॉक्स नं0 43, यूनिट-2, मु. पो. खारी, रोहर, तालुका गांधीधाम, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील: धानेरा

जिला: बनासकांठा

राज्य: गुजरात

गाँव का नाम	संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टेयर	आर	सेन्टी आर
1	2	3	4		
खिमत	69		0	07	65
	68	पैकी	0	48	83
	66	पैकी	0	15	33
	67	पैकी	0	27	80
	67	पैकी कार्ट ट्रैक	0	0	40
	64	पैकी	0	06	20
	64	पैकी कार्ट ट्रैक	0	01	10
	200		0	34	03
	201	पैकी	0	18	10
	-	कार्ट ट्रैक	0	04	50
	267	पैकी	0	57	62
	1055/1	पैकी	0	11	13
	1055/1	पैकी कार्ट ट्रैक	0	01	63
	268	पैकी	0	15	88
	269		0	19	81
	332		0	41	87
	331		0	19	07
	329		0	02	67
	330	पैकी	0	38	63
	330	पैकी कार्ट ट्रैक	0	01	52
	335	पैकी	0	26	25
	336	पैकी	0	11	71
	320	पैकी	0	56	88



तहसील: धानेरा

जिला: बनासकांठा

राज्य: गुजरात

गाँव का नाम	संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टेयर	आर	सेन्टी आर
1	2	3	4		
खिमत (जारी)	320	पैकी कार्ट ट्रैक	0	01	10
	341		0	33	15
	345	पैकी	0	54	57
	344		0	45	30
	353	पैकी	0	55	11
	353	पैकी कार्ट ट्रैक	0	01	79
	367	पैकी	0	9	90
	367	पैकी कार्ट ट्रैक	0	01	82
	366	पैकी	0	71	30
	356	पैकी	1	10	36
	359	पैकी	0	47	15
	355	पैकी	0	14	53
	359	पैकी नाला	0	02	19
रवि	183		0	32	98
	182		0	16	17
	181		0	14	00
	184	पैकी	0	41	81
	185		0	34	72
वासदा	71		1	15	90
	73	पैकी	0	19	17
	72		0	21	56
	70		0	07	15
	6/1	पैकी	0	0	25
	7	पैकी कार्ट ट्रैक	0	1	10
	7	पैकी	0	48	53
	5		0	21	34

तहसील: धानेरा

जिला: बनासकांठा

राज्य: गुजरात

गाँव का नाम	संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टेयर	आर	सेन्टी आर
1	2	3	4		
वासदा (जारी)	4	पैकी	0	03	17
	9	पैकी	0	40	51
	-	कार्ट ट्रैक	0	02	74
	11	पैकी	0	24	77
	12	पैकी	0	27	87
	13/1		0	16	24
	13/2	पैकी	0	43	91
मांडल	10		0	00	25
	19	पैकी	0	62	72
	20/1		0	28	40
	20/2		0	08	80
	20/3		0	04	44
	21	पैकी	0	05	17
	28		0	39	00
	34	सुकल नदी	1	29	39
	35	पैकी	0	33	27
	35	पैकी कार्ट ट्रैक			
रामपुरा(वाघपुरा)	91	पैकी	0	03	15
	15	पैकी	0	20	54
	14	पैकी	0	43	15
	14	पैकी कार्ट ट्रैक			
	10	पैकी	0	67	21
	21	पैकी	1	09	95
	21	पैकी कार्ट ट्रैक			

तहसील: धानेरा

जिला: बनासकांठा

राज्य: गुजरात

गाँव का नाम	संख्या	भाग यदि है तो	क्षेत्रफल		
			हैक्टेयर	आर	सेन्टी आर
1	2	3	4		
रामपुरा(वाघपुरा) (जारी)	22	पैकी	0	25	72
	22	पैकी कार्ट ट्रैक			

[फा. सं. आर.-31015.48, 2001 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd April, 2002

S. O. 1152.— Whereas it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal(COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra-Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.;

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 3 of the Petroleum and Minerals Pipelines(Acquisition of Right of User in Land)Act,1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.;

Any person, interested in the land described in the said Schedule, may within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra-Bhatinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd), P.B.No.43, Unit 2, HPCL, At & PO Khari Rohar, Tal. Gandhidham, State Gujarat

SCHEDULE**Tahsil : Dhanera****District : Banaskantha****State : Gujarat**

Name of Village	Survey No	Part if Any	Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
KHINMAT	69		0	07	65
	68	P	0	48	83
	66	P	0	15	33
	67	P	0	27	80
	67	P Cart Track	0	0	40
	64	P	0	06	20
	64	P Cart Track	0	01	10
	200		0	34	03
	201	P	0	18	10
	-	Cart Track	0	04	50
	267	P	0	57	62
	1055/1	P	0	11	13
	1055/1	P Cart Track	0	01	63
	268	P	0	15	88
	269		0	19	81
	332		0	41	87
	331		0	19	07
	329		0	02	67
	330	P	0	38	63
	330	P Cart Track	0	01	52
	335	P	0	26	25
	336	P	0	11	71
	320	P	0	56	88

Tahsil : Dhanera

District : Banaskantha

State : Gujarat

Name of Village	Survey No	Part if Any	Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
KHINMAT (Cont.)	320	P Cart Track	0	01	10
	341		0	33	15
	345	P	0	54	57
	344		0	45	30
	353	P	0	55	11
	353	P Cart Track	0	01	79
	367	P	0	9	90
	367	P Cart Track	0	01	82
	366	P	0	71	30
	356	P	1	10	36
	359	P	0	47	15
	355	P	0	14	53
	359	P Nala	0	02	19
RAVI	183		0	32	98
	182		0	16	17
	181		0	14	00
	184	P	0	41	81
	185		0	34	72
WASDA	71		1	15	90
	73	P	0	19	17
	72		0	21	56
	70		0	07	15
	6/1	P	0	0	25
	7	P Cart Track	0	1	10
	7	P	0	48	53
	5		0	21	34

Tahsil : Dhanera

District : Banaskantha

State : Gujarat

Name of Village	Survey No	Part if Any	Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
WASDA (Cont.)	4	P	0	03	17
	9	P	0	40	51
	-	Cart Track	0	02	74
	11	P	0	24	77
	12	P	0	27	87
	13/1		0	16	24
	13/2	P	0	43	91
MANDAL	10		0	00	25
	19	P	0	62	72
	20/1		0	28	40
	20/2		0	08	80
	20/3		0	04	44
	21	P	0	05	17
	28		0	39	00
	34	Sukal River	1	29	39
	35	P	0	33	27
	35	P Cart Track			
RAMPURA (Vaghpora)	91	P	0	03	15
	15	P	0	20	54
	14	P	0	43	15
	14	P Cart Track			
	10	P	0	67	21
	21	P	1	09	95
	21-	P Cart Track			
	22	P	0	25	72
	22	P Cart Track			

[F. No. R-31015/48/2001 OR-II.]
HARISH KUMAR, Under Secy.

नई दिल्ली, 4 अप्रैल, 2002

का. आ. 1153.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.पी.) से पंजाब राज्य में भटिंडा तक, मुन्द्रा-भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में रहता है, उस तारखे से जिसका उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन न्याय के राजपत्र में प्रकाशित अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में श्री सी. के. पारेख, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी), प्लॉट नं. 40 यूनिट-2, मु. 2, जग मेहनत कान्हा मशीन, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
कुपट	60	पैकी	0	00	27
	61	पैकी	0	01	18
	64	पैकी	0	71	83
	---	काट ट्रक	0	05	19
	67/1		0	43	92
	67/2		0	09	35
मालगढ	34	पैकी	0	46	56
	34	पैकी काट ट्रक	0	01	10
	34	पैकी काट ट्रक	0	01	10
	35/1	पैकी	0	28	47
	40		0	20	06
	43/2		0	45	96
	43/1	पैकी	0	27	28
	43/1	पैकी काट ट्रक	0	01	45
	76	पैकी	0	04	70
	74/3		0	22	70
	74/2	पैकी	0	24	15
	75/1		0	20	50
	72/1	पैकी	0	16	45
	72/2	पैकी	0	00	30
	---	काट ट्रक	0	00	30
	71/1+2		0	07	04
	113/1+2+3+4	पैकी	0	77	72
	113/1+2+3+4	पैकी काट ट्रक	0	02	48
	115/1	पैकी	0	22	30
	115/2	पैकी	0	29	48
जोरापुरा	54	पैकी	0	36	75
	55		0	17	72
	34/1	पैकी	0	07	71

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
जोरापुरा (जारी)	59/2		0	27	50
	59/3	पैकी	0	15	11
	32	पैकी	0	57	00
	27	पैकी	0	53	96
	25/1		0	04	13
	10	पैकी	0	38	03
	11/3		0	09	68
	11/1		0	06	87
	4	पैकी	0	21	31
	5/2		0	08	55
	5/1		0	15	18
	---	गामतल	0	04	69
	1	पैकी	0	25	11
	152/4		0	26	40
	152/3		0	09	35
	152/2		0	08	80
	152/1		0	03	85
कंसारी	29	पैकी	0	20	95
	31/1	पैकी	0	68	33
	31/1	पैकी काट ट्रक	0	01	10
	26	पैकी	0	05	97
	32	पैकी	0	81	34
	---	काट ट्रक	0	02	00
	60	पैकी	0	63	11
	55	पैकी	0	35	79
	52	पैकी	0	24	39
	56	पैकी	0	29	87
	57	पैकी	0	50	53
	57	पैकी काट ट्रक	0	01	10
	45	पैकी	0	26	86
	45	पैकी काट ट्रक	0	01	10

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
कंसारी (जारी)	44	पैकी	0	35	24
	87	पैकी	0	16	26
	85		0	17	60
	86		0	13	25
	84	पैकी	0	45	47
	102	पैकी	0	35	75
	102	पैकी कार्ट ट्रक	0	01	10
थेरवाडा	327/2	पैकी	0	40	70
	327/1	पैकी	0	12	37
	328		0	33	26
	329	पैकी	0	18	82
	330/1		0	16	43
	357/1	पैकी गौचर	02	25	87
		पैकी सरकारी खगबा			
		प्लॉट संख्या 18 से 26 (सिपु रिजर्वेशन पुनर्स्थापन द्वारा)			
	357/2	पैकी कार्ट ट्रक	0	01	10
	357/1	पैकी कार्ट ट्रक	0	01	10
	357/1	पैकी कार्ट ट्रक	0	01	10
	357/1	पैकी कार्ट ट्रक	0	01	10
	357/1	पैकी कार्ट ट्रक	0	01	10
	28/1	पैकी	0	17	21
	28/1	पैकी कार्ट ट्रक	0	01	10
	26		0	07	08
	27/1	पैकी	0	04	41
	27/2	पैकी	0	31	63
	33/3	पैकी	0	29	30
	33/3	पैकी कार्ट ट्रक	0	01	10
	40		0	31	07

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
धेरवाडा (जारी)	41	पैकी	0	27	18
	106	पैकी	0	00	96
	107	पैकी	0	40	02
	107	पैकी काट ट्रक	0	01	10
	108/2	पैकी	0	29	86
	108/1	पैकी	0	11	55
	109	पैकी	0	26	58
	109	पैकी काट ट्रक	0	01	10
	94/1		0	40	92
	94/2		0	47	30
	94/3	पैकी	0	00	44
	94/3	पैकी काट ट्रक	0	01	10
	93	पैकी	0	12	63
	124	पैकी	0	22	83
	124	पैकी काट ट्रक	0	01	10
	125		0	27	04
	126	पैकी	0	13	29
	130/1		0	01	10
	130/2		0	38	17
	129	पैकी	0	41	92
	---	नाला	0	01	10
भाचरवा	---	नाला	0	01	10
	61/2		0	22	10
	60/2		0	19	25
	60/1	पैकी	0	27	00
	64/2	पैकी	0	14	54
	64/2	पैकी काट ट्रक	0	01	10
	65	पैकी	0	10	93
	67	पैकी	0	34	06
	55	पैकी	0	27	57
	55	पैकी काट ट्रक	0	00	55

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
भाचरवा (जारी)	54	पैकी	0	00	75
	54	पैकी कार्ट ट्रैक	0	00	55
	50 + 53		0	07	79
	49/2	पैकी	0	16	53
	49/1		0	27	00
	49/2	पैकी कार्ट ट्रैक	0	01	10
	48	पैकी	0	42	08
	44/14		0	21	59
बुराल	305/1	पैकी	0	36	86
	305/2	पैकी	0	51	16
	305/3		0	23	95
	303		0	7	99
	302/4		0	11	96
	302/2		0	6	93
	301/1		0	46	31
	300	पैकी	0	31	77
	299		0	28	41
	226		0	25	02
	241/1	पैकी	0	04	93
	241/2	पैकी	0	30	27
	240		0	20	17
	239		0	11	80
	243/2		0	21	94
	243/1	पैकी	0	19	71
	243/1	पैकी कार्ट ट्रैक	0	01	10
	244/13		0	16	76
	244/11		0	04	11
	244/10		0	01	95

तहसील :- डीसा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
बुराल (जारी)	237	पैकी	0	08	29
	237	पैकी कार्ट ट्रैक	0	02	42
	236/6		0	16	57
	236/4		0	19	07
	236/5		0	00	24
	236/3		0	11	91
	236/2		0	10	45
	236/1		0	15	73
	---	कार्ट ट्रैक	0	03	10
	249	पैकी	0	18	26
	250/3		0	04	69
	250/2		0	10	57
	250/1		0	27	09
	---	कार्ट ट्रैक	0	7	67
	63/1		0	17	76
	62		0	25	72
	61		0	11	97
	59		0	26	53
	60/1		0	12	56
	56/2	पैकी	0	21	41
	56/2	पैकी कार्ट ट्रैक	0	01	10
	67/1	पैकी	0	21	11
	67/1	पैकी कार्ट ट्रैक	0	01	10
	54	पैकी	0	37	26
	53/1	पैकी	0	01	90
	53/1	पैकी कार्ट ट्रैक	0	0	88
	51	पैकी	0	51	41
	51	पैकी कार्ट ट्रैक	0	0	22
	38/4	पैकी	0	40	26
	38/4	पैकी कार्ट ट्रैक	0	01	10

[फा. सं. आर.-31015/49/2001 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd April, 2002

S. O. 1153.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Crude Oil Terminal(COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab through Mundra-Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section(1) of section 3 of the Petroleum and Minerals pipelines(Acquisition of Right of User in Land)Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section(1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra-Bhatinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd), P.B.No.43, Unit 2, HPCL, At & PO Khari Rohar, Tal. Gandhidham, State Gujarat

SCHEDULE

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
KUPAT	60	P	0	00	27
	61	P	0	01	18
	64	P	0	71	83
	---	Cart Track	0	05	19
	67/1		0	43	92
	67/2		0	09	35
MALGADH	34	P	0	46	56
	34	P Cart Track	0	01	10
	34	P Cart Track	0	01	10
	35/1	P	0	28	47
	40		0	20	06
	43/2		0	45	96
	43/1	P	0	27	28
	43/1	P Cart Track	0	01	45
	76	P	0	04	70
	74/3		0	22	70
	74/2	P	0	24	15
	75/1		0	20	50
	72/1	P	0	16	45
	72/2	P	0	00	30
	---	Cart Track	0	00	80
	71/1+2		0	07	04
	113/1+2+3+4	P	0	77	72
	113/1+2+3+4	P Cart Track	0	02	48
	115/1	P	0	22	30
	115/2	P	0	29	48
JORAPURA	54	P	0	36	75
	55		0	17	72
	34/1	P	0	07	71
	59/2		0	27	50
	59/3	P	0	15	11
	32	P	0	57	00

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
JORAPURA (Contd.)	27	P	0	53	96
	25/1		0	04	13
	10	P	0	38	03
	11/3		0	09	68
	11/1		0	06	87
	4	P	0	21	31
	5/2		0	08	55
	5/1		0	15	18
	---	Village Land	0	04	69
	1	P	0	25	11
	152/4		0	26	40
	152/3		0	09	35
	152/2		0	08	80
	152/1		0	03	85
KANSARI	29	P	0	20	95
	31/1	P	0	68	33
	31/1	P Cart Track	0	01	10
	26	P	0	05	97
	32	P	0	81	34
	---	Cart Track	0	02	00
	60	P	0	63	11
	55	P	0	35	79
	52	P	0	24	39
	56	P	0	29	87
	57	P	0	50	53
	57	P Cart Track	0	01	10
	45	P	0	26	86
	45	P Cart Track	0	01	10
	44	P	0	35	24
	87	P	0	16	26
	85		0	17	60

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
KANSARI (Contd.)	86		0	13	25
	84	P	0	45	47
	102	P	0	35	75
	102	P Cart Track	0	01	10
THERWADA	327/2	P	00	40	70
	327/1	P	00	12	37
	328		00	33	26
	329	P	00	18	82
	330/1		00	16	43
	357/1	P Gauchar	02	25	87
		P Govt. Waste Land			
		Plot No. 18 to 26			
		P (Resettlement by Sipu Reservoir Project)			
	357/1	P Cart Track	00	01	10
	357/1	P Cart Track	00	01	10
	357/1	P Cart Track	00	01	10
	357/1	P Cart Track	00	01	10
	357/1	P Cart Track	00	01	10
	28/1	P	00	17	21
	28/1	P Cart Track	00	01	10
	26		00	07	08
	27/1	P	00	04	41
	27/2	P	00	31	63
	33/3	P	00	29	30
	33/3	P Cart Track	00	01	10
	40		00	31	07
	41	P	00	27	18
	106	P	00	00	96
	107	P	00	40	02
	107	P Cart Track	00	01	10

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
THERWADA (Contd.)	108/2	P	00	29	86
	108/1	P	00	11	55
	109	P	00	26	58
	109	P Cart Track	00	01	10
	94/1		00	40	92
	94/2		00	47	30
	94/3	P	00	00	44
	94/3	P Cart Track	00	01	10
	93	P	00	12	63
	124	P	00	22	83
	124	P Cart Track	00	01	10
	125		00	27	04
	126	P	00	13	29
	130/1		00	01	10
	130/2		00	38	17
	129	P	00	41	92
	---	Nala	00	01	10
BHACHARVA	---	Nala	0	01	10
	61/2		0	22	10
	60/2		0	19	25
	60/1	P	0	27	00
	64/2	P	0	14	54
	64/2	P Cart Track	0	01	10
	65	P	0	10	93
	67	P	0	34	06

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
BHACHARVA (Contd.)	55	P	0	27	57
	55	P Cart Track	0	00	55
	54	P	0	00	75
	54	P Cart Track	0	00	55
	50 + 53		0	07	79
	49/2	P	0	16	53
	49/1		0	27	00
	49/2	P Cart Track	0	01	10
	48	P	0	42	08
	44/14		0	21	59
BURAL	305/1	P	0	36	86
	305/2	P	0	51	16
	305/3		0	23	95
	303		0	7	99
	302/4		0	11	96
	302/2		0	6	93
	301/1		0	46	31
	300	P	0	31	77
	299		0	28	41
	226		0	25	02
	241/1	P	0	04	93
	241/2	P	0	30	27
	240		0	20	17
	239		0	11	80
	243/2		0	21	94
	243/1	P	0	19	71
	243/1	P Cart Track	0	01	10
	244/13		0	16	76
	244/11		0	04	11
	244/10		0	01	95

Taluka :- Deesa

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
BURAL (Contd.)	237	P	0	08	29
	237	P Cart Track	0	02	42
	236/6		0	16	57
	236/4		0	19	07
	236/5		0	00	24
	236/3		0	11	91
	236/2		0	10	45
	236/1		0	15	73
	---	Cart Track	0	03	10
	249	P	0	18	26
	250/3		0	04	69
	250/2		0	10	57
	250/1		0	27	09
	---	Cart Track	0	7	67
	63/1		0	17	76
	62		0	25	72
	61		0	11	97
	59		0	26	53
	60/1		0	12	56
	56/2	P	0	21	41
	56/2	P Cart Track	0	01	10
	67/1	P	0	21	11
	67/1	P Cart Track	0	01	10
	54	P	0	37	26
	53/1	P	0	01	90
	53/1	P Cart Track	0	0	88
	51	P	0	51	41
	51	P Cart Track	0	0	22
	38/4	P	0	40	26
	38/4	P Cart Track	0	01	10

[F. No. R-31015/49/2001 OR-II.]
HARISH KUMAR, Under Secy

नई दिल्ली, 3 अप्रैल, 2002

का. आ. 1154.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक, मुन्द्रा-भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको भारत के राजपत्र में उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन प्रकाशित अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में श्री डी. के. पारेख, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), पो0 बॉक्स नं0 43, यूनिट-2, मु. पो. खारी, रोहर, गांधीधाम ताल्लुक, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील :- मुन्द्रा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
शेखडीया	3		0	15	04
	-	नाला	0	07	15
	4		0	18	91
	-	कार्ट ट्रेक	0	03	19
	12/1		0	05	32
	12/2		0	27	60
	-	नाला	0	06	58
	15/1		0	32	23
	16/2		0	14	81
	16/1		0	22	29
	-	नाला	0	04	47
	17/1		0	11	75
	17/2		0	00	68
सडाऊ	-	कार्ट ट्रेक	0	02	30
	43		0	21	93
	44		0	33	69
	45		0	33	01
	46		0	31	73
	47/2		0	23	78
	48		0	20	45
गुन्दाला	327/1		0	15	05
	327/2		0	19	76
	326		0	19	90
	324		0	34	08
	325		0	17	97
	322		0	20	66
	331		0	07	45
	332	पैकी	0	65	36
	333		0	02	11

तहसील :- मुन्द्रा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
गुन्दाळा (जारी)	317		0	41	79
	311		0	35	66
	312/1		0	01	07
	310		0	40	19
	309		0	36	45
	369/1		0	37	09
	368/1		0	21	57
	370/1		0	23	22
	370/2		0	01	58
	371		0	15	02
	395/1		0	00	80
	393/2		0	11	44
	393/1		0	41	80
	ट्रार्वस 585/1	पैकी	0	29	19
	-	नाला	0	00	70
	375		0	08	22
	376		0	34	16
	216		0	18	01
	215		0	28	27
	214/1		0	24	61
	ट्रार्वस 585/1	पैकी	0	07	64
	-	कार्ट ट्रैक	0	02	71
	213		0	54	59
	-	कार्ट ट्रैक	0	04	67
	ट्रार्वस 585/1	पैकी	0	11	32
	-	कार्ट ट्रैक	0	01	32
	210/1		0	22	14
	210/3		0	05	50
	211/2		0	04	06
	ट्रार्वस 585/1	पैकी	0	68	58

तहसील :- मुन्द्रा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
गुन्डाला (जारी)	-	नाला	0	00	46
	-	लुनी नदी	0	21	34
	ट्रार्वस 585/1	पैकी	0	60	20
	-	कार्ट ट्रैक	0	00	26
	189		0	08	00
	188		0	40	44
	ट्रार्वस 585/1	पैकी	0	21	84
	-	कार्ट ट्रैक	0	00	56
	ट्रार्वस 585/1	पैकी	0	09	27
	160		0	46	42
	159		0	41	94
	154/1		0	14	18
	155		0	42	80
	156		0	13	94
राधा	14/1		0	15	63
	11		0	06	54
	13		0	35	79
	12		0	32	01
	ट्रार्वस 71	पैकी	0	18	26
	-	नाला	0	07	12
	-	कार्ट ट्रैक	0	02	24
	31		0	12	48
	30		0	71	59
	ट्रार्वस 71	पैकी	0	03	74
	-	नाला	0	27	63
	27		0	18	99
	28		0		
मोखा	212		0	29	69
	-	नाला	0	04	77

तहसील :- मुन्द्रा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदी है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
मोखा (जारी)	211		0	22	18
	213		0	46	35
	219		0	10	46
	218		0	22	22
	214		0	29	27
	-	नाला	0	07	25
	177/2		0	07	63
	177/3		0	19	29
	-	कार्ट ट्रेक	0	03	60
	176/1		0	40	57
	172		0	15	17
	169	पैकी कार्ट ट्रेक	0	05	26
	169	पैकी	0	10	32
	171		0	60	84
	170		0	08	75
	द्वारस 258	पैकी	}	23	17
	-	कार्ट ट्रेक			
	-	नाला			
	161/2		0	00	55
	243/2		0	30	43
	244		0	69	60
	246		0	17	66
	-	कार्ट ट्रेक	0	10	98
	157	पैकी	0	35	18
	157	पैकी कार्ट ट्रेक	0	01	98
	155		0	41	59
	154		0	43	36
	153/1		0	39	88
	153/2		0	00	53
	-	कार्ट ट्रेक	0	05	95

तहसील :- मुन्द्रा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे सँख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
मोखा (जारी)	152	कार्ट ट्रैक	0	18	22
	150/2		0	05	51
	-		0	04	59
	250/1		0	00	40
	251		0	32	35
	253/2		0	21	47
	253/1		0	22	42
	254/1		0	27	56
	254/2		0	22	78
	254/4		0	09	92
	259		0	15	30
	ट्रावर्स 258		0	28	80
	-	पैकी मीठी नदी			
छसरा	325/2	नाला	0	10	36
	-		0	14	73
	322/1		0	06	64
	322/2		0	25	35
	323/1		0	09	91
	323/2		0	23	33
	323/3		0	07	47
	319/2		0	19	90
	320		0	31	24
	ट्रावर्स 344/1		0	57	59
	271		0	28	79
	-		0	08	66
	263/1		0	15	31
	263/2		0	41	41
	262		0	15	49
	-	कार्ट ट्रैक	0	06	83
	133		0	43	62

तहसील :- मुन्दा

जिला :- कच्छ

राज्य :- गुजरात

गाँव का नाम	सर्वे संख्या	भाग यदि है तो	क्षेत्रफल		
			हेक्टर	आर	सेन्टी आर
1	2	3	4		
छसरा (जारी)	134	पैकी	0	32	69
	136		0	07	59
	-		0	02	41
	125/1		0	24	66
	125/5		0	00	87
	-		0	12	36
	121		0	27	58
	122/1		0	23	81
	122/2		0	20	05
	122/3		0	18	72
	119		0	28	59
	123		0	17	23
	118/1		0	01	76
	106		0	48	18
	107		0	20	58
	-	सडक	0	03	68
	ट्रार्वस 344/1		0	07	61
	104		0	26	70
	ट्रार्वस 344/1		0	24	39
	103		0	19	58
	102		0	20	94
	101		0	29	97
	100		0	05	06
	-		0	06	47
	95		0	56	24
	96		0	02	85
	93		0	01	36
	92		0	52	64
	ट्रार्वस 344/1		0	46	94
	91		0	18	99
	ट्रार्वस 344/1	पैकी	0	61	12

[फा. सं. आर.-31015/2/2002 ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 3rd April, 2002

S. O. 1154.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from Crude Oil Terminal(COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab through Mundra-Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section(1) of section 3 of the Petroleum and Minerals pipelines(Acquisition of Right of User in Land)Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section(1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra-Bhatinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Ltd), P.B.No.43, Unit 2, HPCL, At & PO Khari Rohar, Tal. Gandhidham, State Gujarat

SCHEDULE

Taluka :- Mundra

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Shekhadia	3		0	15	04
	-	Nala	0	07	15
	4		0	18	91
	-	Cart Track	0	03	19
	12/1		0	05	32
	12/2		0	27	60
	-	Nala	0	06	58
	15/1		0	32	23
	16/2		0	14	81
	16/1		0	22	29
	-	Nala	0	04	47
	17/1		0	11	75
	17/2		0	00	68
Sadau	-	Cart Track	0	02	30
	43		0	21	93
	44		0	33	69
	45		0	33	01
	46		0	31	73
	47/2		0	23	78
	48		0	20	45
Gundala	327/1		0	15	05
	327/2		0	19	76
	326		0	19	90
	324		0	34	08
	325		0	17	97
	322		0	20	66
	331		0	07	45
	332	P	0	65	36
	333		0	02	11

Taluka :- Mundra

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Gundala Contd...	317		0	41	79
	311		0	35	66
	312/1		0	01	07
	310		0	40	19
	309		0	36	45
	369/1		0	37	09
	368/1		0	21	57
	370/1		0	23	22
	370/2		0	01	58
	371		0	15	02
	395/1		0	00	80
	393/2		0	11	44
	393/1		0	41	80
	Trowers 585/1	P	0	29	19
	-	Nala	0	00	70
	375		0	08	22
	376		0	34	16
	216		0	18	01
	215		0	28	27
	214/1		0	24	61
	Trowers 585/1	P	0	07	64
	-	Cart Track	0	02	71
	213		0	54	59
	-	Cart Track	0	04	67
	Trowers 585/1	P	0	11	32
	-	Cart Track	0	01	32
	210/1		0	22	14
	210/3		0	05	50
	211/2		0	04	06
	Trowers 585/1	P	0	68	58
	-	Nala	0	00	46
	-	Luni River	0	21	34
	Trowers 585/1	P	0	60	20
	-	Cart Track	0	00	26
	189		0	08	00
	188		0	40	44
	Trowers 585/1	P	0	21	84
	-	Cart Track	0	00	56
	Trowers 585/1	P	0	09	27
	160		0	46	42

Taluka :- Mundra

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Gundala Contd...	159		0	41	94
	154/1		0	14	18
	155		0	42	80
	156		0	13	94
Ragha	14/1		0	15	63
	11		0	06	54
	13		0	35	79
	12		0	32	01
	Trowsers 71	P	0	18	26
	-		0	07	12
	-		0	02	24
	31		0	12	48
	30		0	71	59
	Trowsers 71	P	0	03	74
	-		0	27	63
	27		0	18	99
	28		0		
			0		
Mokha	212		0	29	69
	-		0	04	77
	211		0	22	18
	213		0	46	35
	219		0	10	46
	218		0	22	22
	214		0	29	27
	-		0	07	25
	177/2		0	07	63
	177/3		0	19	29
	-		0	03	60
	176/1		0	40	57
	172		0	15	17
	169	P	0	05	26
	169	P	0	10	32
	171		0	60	84
	170		0	08	75
	Trowsers 258	P	0		
	-		0	23	17
	-		0		
	161/2		0	00	55
	243/2		0	30	43

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Mokha Contd...	244		0	69	60
	246		0	17	66
	-		0	10	98
	157	P	0	35	18
	157	P	0	01	98
	155		0	41	59
	154		0	43	36
	153/1		0	39	88
	153/2		0	00	53
	-		0	05	95
	152		0	18	22
	150/2		0	05	51
	-		0	04	59
	250/1		0	00	40
	251		0	32	36
	253/2		0	21	47
	253/1		0	22	42
	254/1		0	27	56
	254/2		0	22	78
	254/4		0	09	92
	259		0	15	30
	Trowers 258	P	0	28	80
	-	Mithi River			
Chhasra	325/2		0	10	36
	-		0	14	73
	322/1		0	06	64
	322/2		0	25	35
	323/1		0	09	91
	323/2		0	23	33
	323/3		0	07	47
	319/2		0	19	90
	320		0	31	24
	Trowers 344/1	P	0	57	59
	271	P	0	28	79
	-		0	08	66
	263/1		0	15	31
	263/2		0	41	41
	262		0	15	49
	-		0	06	83
	133		0	43	62

Taluka :- Mundra

District :- Kutch

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
Chhasra Contd...	134		0	32	69
	136		0	07	59
	-		0	02	41
	125/1	P	0	24	66
	125/5		0	00	87
	-		0	12	36
	121		0	27	58
	122/1		0	23	81
	122/2		0	20	05
	122/3		0	18	72
	119		0	28	59
	123		0	17	23
	118/1		0	01	76
	106		0	48	18
	107		0	20	58
	-		0	03	68
	Trowers 344/1	P	0	07	61
	104		0	26	70
	Trowers 344/1	P	0	24	39
	103	P	0	19	58
	102	P	0	20	94
	101		0	29	97
	100		0	05	06
	-		0	06	47
	95	P	0	56	24
	96		0	02	85
	93	P	0	01	36
	92		0	52	64
	Trowers 344/1	P	0	46	94
	91		0	18	99
	Trowers 344/1	P	0	61	12

[F No R-31015/2/2002 OR-II]
HARISH KUMAR, Under Secy

श्रम मंत्रालय

नई दिल्ली, 11 मार्च, 2002

का. आ. 1155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट को (संदर्भ संख्या सीजीआईटी-13/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/03/2002 को प्राप्त हुआ था।

[सं. एल.-12012/224/92-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 11th March, 2002

S.O. 1155.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-13/1993) of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-3-2002.

[No. L-12012/224/92-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice S. C. Pandey, Presiding Officer.

Reference No. CGIT-13/1993

PARTIES :

Employers in relation to the management of State Bank of India.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri R. N. Shah, Advocate.

For the Workman : Ms. Lata Desai, Advocate.

STATE : Maharashtra.

Mumbai, dated, the 22nd day of February, 2002

AWARD

1. The Central Government has referred the following question to be answered by this Tribunal in exercise of the powers under clause (d) of Sub-section (1) 967 GI/2002—16.

and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (The Act for short).

“Whether the action of the management of State Bank of India in treating Shri Mahesh M. Rao, Head Clerk as having retired service is legal and justified? What relief the workman is entitled to and from what date?”

2. The necessary facts giving rise for answering this reference are as follows :

The workman, Mr. Mahesh M. Rao, was employed as a Head Clerk with the State Bank of India, at its Overseas branch, Cuffe Parade, Colaba, Bombay. (The Bank for short). By the letter dated 13-5-1989, the Bank, informed the workman that he was deemed to have been voluntarily, retired for the reason he did not give any explanation for his absence for more than 90 days consecutively from duty without leave and did not resume duty within thirty days from the receipt of the last notice dated 1-3-1989 served on 9-3-1989. It was stated in the letter dated 13-5-1989, that since the workman had not joined duty within thirty days from 9-3-1989, he would be deemed to have retired with expiry of notice with effect from 8-4-1989. It is not in dispute that workman received his retiral dues. The workman, however, was not satisfied with the order intimating him the Bank had treated him to have voluntarily retired. He, therefore, raised an Industrial Dispute. The reconciliation proceedings failed. A failure was reported to the Central Government which referred the dispute to this tribunal in the terms quoted above.

3. The stand taken by the workman before this Tribunal in his statement claim inter alia is to the following effect. The facts of this case indicated that the Bank could not have treated him have voluntarily retired in the eyes of law. Consequently, the retirement may be deemed compulsory amounting to retrenchment in the eyes of law. He was retired without any compensation, and consequently, the order treating him to have voluntarily retired deserves to be set aside. It has been pointed out as a matter of fact, amount which, there appears to be no dispute between the parties the workman was absent from duties from 16-8-1988. Consequently, by registered letter dated 10-9-1988 the workman was asked to resume the duties within three days and give his explanation. It was pleaded in this first notice itself there was mention of Voluntary retirement (These pleadings appear to be contrary to the text of the notice). It was further pleaded that on 15-11-88 another registered letter was sent. The workman does not dispute that in letter he was asked to report on duty within thirty days of the notice. It was mentioned in this notice that he would be deemed to have voluntarily retired from service after expiry of thirty days and shall be liable to pay the Bank salary of one month and allowances in lieu of his absence. It was further pleaded that thereafter, the workman received notice dated 1-3-1989. It is admitted in the pleadings of the workman at pages 3, paragraph 2 of his claim statement that the letter was titled as unauthorised absence from duty and it was stated in the letter that the workman Mr. Rao had reported on duty on 6-12-88 for a day and thereafter reported on duty on 6-12-88 for a day and thereafter stated that the workman should join duties within

thirty days and in case he did not do so shall be have retired from service after 30 days. It appears from the pleadings of the workman that this notice dated 1-3-1989 was not in accordance with the settlement as there is no explanation called from the workman requiring him to give reason for his absence. Whereby he was deemed have voluntarily retired. The other pleadings regarding facts need not detain us except the mention of the following facts. It is not disputed by him for the reason he had accepted the retrial benefits. The notice dated 13-5-1989, 6-6-1989, 15-9-1989, 27-11-1989 and host of others have been referred to notices. These may not have any bearing on the main dispute in the reference save for the purpose of drawing the inference that the workman is not estopped from raising the plea as he has done. This tribunal is not referring to this part of pleadings as the plea of estoppel not pressed before the tribunal by the Bank. However, there is further pleadings made by way of amendment in paragraph 5A of the statement of claim that it was compulsory serve three notices before treating the workman to have voluntarily retired. Since this plea was allowed by my predecessors even after the arguments were closed it is necessary to mention it.

4. This tribunal shall deal with the Statement Claim of the Bank very shortly mentioning only those facts which are only relevant for deciding the main controversy in the case. It is stated by the Bank that the workman was in the habit of remaining absent without any authorization. He had exhausted his leave by remaining absent from 24-12-1987 to 5-3-1988, from 14-3-1988 to 6-5-1988 and 9-5-1988 to 12-9-1988 and was absent from duty on 16-8-1988. He was served with two notices 10-9-1988, and 15-11-1988. The workman joined on 6-12-1988 for a day and then again remained unauthorisedly absent. The workman was served with a notice dated 10th March, 1989 asking him to resume duties within thirty days failing which it shall be deemed that he had voluntarily retired from service. He was deemed to have retired with effect from 8-4-1989. This act of the Bank was in compliance with Clause XVI of the Memorandum of Settlement dated 17th September, 1984. It appears to have been pleaded in paragraph 12 of the Statement of the claim that three notices were sent to the workman in the prescribed form and the last notice was sent on 1-3-1989. The workman was thereafter deemed to have retired with effect from 8-4-1999 by notice dated 13-5-1989. It is not necessary to refer to other pleadings except that by way of Additional pleadings filed on 9-12-1999 it was asserted that the clause XVI of the Bipartite agreement dated 17-9-1984 did not provide for services of three notices.

5. The parties filed affidavits in support of their respective claims in lieu of examination-in-chief. Shri Mahesh M. Rao, the workman, who filed his affidavit was cross examined. He was permitted to examine Dr. Ajit Dandekar. The management filed the affidavit of Shri A. L. Bhingardeva who was permitted to be cross-examined by the workman. Thereafter, the case of the parties was closed.

6. It has been argued by Ms. Lata Desai on behalf of the workman that Clause XVI of the settlement was not complied with by the three notices dated

10-9-1988, 16-8-1988 and 11-3-1989. She further argued that services of three notices was mandatory before a workman could be deemed to have been retired. It was argued that this was clear from the pleadings and the evidence of representative of the Bank in cross-examination. It was asserted that the workman was not on unauthorized leave despite the admission made by the workman in cross-examination. It was argued that the management's witness deposed to the contrary. It was argued that the mental condition of the workman was such that he could not take steps to file application for leave.

7. On the other hand a counter argument was made on behalf of the Bank by Shri R. N. Shah, Advocate that the case governed by the clause XVI of the Bipartite Settlement dated 17th September, 1984. There was no mention of three notices in that Bipartite settlement. It was argued that the workman was in the habit of taking leave for long time without authorization. He would then join for a short period in order to create a break and then again go on leave. It was argued that in year 1988 the workman appeared on duty only for 8 days. Previously, he was absent for 690 days. It was further argued that no application supported by medical certificate was filed before the Bank. The evidence led on behalf of workman is not in respect of the period during which he was absent. He specifically relied on notice dated 1-3-1989 for arguing that clause XVI of the Bipartite Settlement was complied with. He prayed that notice order dated 13-5-1989 holding that the workman had voluntarily retired be upheld. No other argument was raised.

8. In order to resolve controversy between the parties, it is necessary to refer to clause XVI contained in Memorandum of Settlement dated 17th September 1984 it is reproduced herein as below :

XVI. VOLUNTARY CESSATION OF EMPLOYMENT BY THE EMPLOYEES :

In supersession of clause 2 of the Settlement dated 8th September 1983 the following shall apply:—

Where an employee has not submitted any application for leave and absent himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days

from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

In case of an employee who has gone abroad, and has not submitted any application for leave and absents himself for a period of 150 or more consecutive days without or beyond any leave to his credit or absents himself for 150 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where the management has reasons to believe that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the same notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

9. At this stage, this tribunal may notice the legal position regarding the construction of Clause XVI Bipartite Settlement. The principles for construing a document like that would be the same as in case of an enactment. The intention of the parties has to be gathered from the words employed by them. There is no power to add or subtract. It is also to be noted that the consequence of operation of clause XVI above is deemed voluntary retirement which results in penal consequences to the workman in the sense that he is fictionally retired by the operation of clause XVI of the Bipartite settlement without his consent. Therefore, clause XVI has to be construed strictly in the letter and spirit. Not only service of notice is mandatory but the manner of service should strictly comply with the letter of clause XVI, in every aspect. For example, you cannot serve notice prior to 90 days of consecutive absence and hold that absence subsequent to notice shall also be counted for reckoning ninety days. The notice served earlier than ninety days cannot ask for explanation regarding the conduct subsequent to notice. Nor can it require a person to join prior to expiry of consecutive 90 days of absence in terms of clause XVI. The tribunal is firmly of the view that compliance of clause XVI is mandatory for the deemed voluntary retirement under its terms. The workman is given option to rejoin within thirty days of notice or offer an explanation when is continuously absent for 90 days. Prior to expiry of absence of ninety consecutive days the question of operation clause XVI of the Bipartite settlement does not arise. It is also mandatory that he should be given 30 days for rejoining or offering explanation. It is also clear from the last sentence of clause XVI that even after explanation and rejoining the right of the Bank under the law or the rules of the service is not destroyed.

10. It is apparent from the first part of above clause XVI of Memorandum aforesaid (which is relevant to our case) that the employee should be absent for 90 consecutive days or more without leave

application. In this case if we count his absent from 7-12-1988 to 1-3-1989, then clause XVI does not apply. On the date of notice dated 1-3-1989 the workman was not absent from duty for 90 consecutive days. Therefore, the management cannot succeed by saying that he was absent from the date between 7-12-1988 to 1-3-1989 and for this reason alone it was entitled to serve notice for voluntary retirement dated 13-5-1989.

11. In view of aforesaid matter it is now necessary to consider that whether the management can take advantage of the two earlier notices. The notice dated 16th September, 1988 (Annexure A) at page 6 of the list of document cannot be clearly within clause XVI (ibid), for the reason it does not invoke that clause. It reads as follows :

OB : ADM : 88

16th September, 1988

Dear Sir,

UNAUTHORISED ABSENCE FROM DUTY

It is observed that you are absents from duty unauthorisedly since 10th August 1988.

3. You are, therefore advised to report for duty within 3 days of the receipt of this Memorandum and explain the reasons for your absence.

Yours faithfully,

DY. GENERAL MANAGER

It is obvious that it is within 90 days from 10th of August and gives only 3 days time. The second notice reads as under :

15th November, 1988

OB : EST : 89 : 172

Dear Sir,

Authorised Absence From Duty.

Please refer to our letter No. OB : TEST : 88 : 261 dated the 16th September, 1988 calling upon you to report for duty. It is observed that you are continuing to be absent from duty since 16th August, 1988.

The above position is highly irregular and in contravention of the rules governing your service in the Bank. You are, therefore, hereby advised to report for duty within 30 days of the date of this Notice. If you fail to do so, you will be deemed to have voluntarily retired from the service on the expiry of this Notice in which case you would also be liable to pay to the Bank one month's pay and allowances in lieu of the Notice.

Yours faithfully,

Dy. General Manager

The other notice marked as Annexure B dated 15th November, 1988 does refer to notice 16th August, 1988. It is open to argument that this notice was also served after expiry 90 consecutive

days because 90th day expired on 15th November, 1988. However, the workman joined within 30 days of receipt of this notice on 6-12-1988 and was permitted to do so. Therefore, also he would be deemed to have complied with the requirement of clause XVI within 30 days. It is also clear from the cross-examination of Shri A. L. Bhargawde that there is provision in the rules for granting extra ordinary leave without pay and the workman had filed application for leave from 16th August, 1988 to 5-12-1988 on the ground of illness of his mother. The leave application is on record as item No. 3 at page 5 of the documents filed by the Bank. It appears from the note on this that leave was treated as unauthorized and explanation was called from the workman. However, notice dated 15th November, 1988 was exhausted when the workman joined the Bank office within 30 days on 6-12-1988. The Bank had option to proceed against him under the law or the rules by way of departmental action.

12. Now we come to notice dated 1-3-1989. It reads as under :

OB : EST : 89 : 172

1st March, 1989

Dear Sir,

STAFF AWARD

UNAUTHORISED ABSENCE FROM DUTY

We invite your attention to our letter No. OB : EST : 88 : 495 dated 15th November, 1988, calling upon you to report for duty within 30 days of the receipt of the Notice and have to advise that you had resumed your duties only for a day i.e. on 6th December, 1988 and remaining unauthorisedly absent. Since the 7th December, 1988.

2. The above position is highly irregular and in contravention of the rules governing your services in the Bank. You are, therefore, advised to report for duty within 30 days of the date of this notice. If you fail to do so you will be deemed to have voluntarily retired from the service of the Bank on the expiry of this Notice, in which case you would also be liable to pay to the Bank one month's pay and allowances in lieu of the Notice period, failing which the Bank will be constrained to set off the same against your services dues and any other amount payable to you.

Yours faithfully,

Dy General Manager

The notice dated 1-3-1989 was drafted even prior to expiry of 90 consecutive days of absence on the part of workman Shri A. L. Bhingardeve says in paragraph 7.

"I say that a final notice dated 1st March, 1989 was sent to him on the very day by registered post instructing him to report for duty within 30 days from the date of the notice and informing him that failing to report for duty within 30 days he would be deemed to have voluntarily retired from the service on expiry of the notice period."

There is no pleading or proof that this notice dated 1-3-1989 was served on 9-3-1989. That apart the workman was not bound to comply with notice dated 1-3-1989 for the reason on that date 90 consecutive days had not expired. He could not be asked to explain the absence of 90 consecutive days with reference to a notice dated 1-3-1989, nor could be asked to join on the pain of voluntary retirement. This notice cannot be held to be covered by clause XVI of the Bipartite settlement. It appears that the fact that ninety days had not expired on 1-3-1989 was noticed by the Bank authorities. Therefore, in the order dated 13-5-1989 they have mentioned that the notice dated 1-3-1989 was received by the workman on 9-3-1989. Apart from the fact that date of service would not be relevant as held above no attempt was made on behalf of the Bank by filing acknowledgement of receipt of letter that letter was actually received by the workman on 9-3-1989. It may be noticed that order dated 13-5-1989 relies on notice dated 1-3-1989 and states that it was served on 9-3-1989. There is neither pleading nor proof of the fact of service on 9-3-1989. There is no presumption that a registered letter sent on 1-3-1989 would be delivered on 9-3-1989. The workman was residing at Bombay at Linking Road, Khar. The notice dated 1-3-1989 is strictly construed as it resulted in penal consequences. For all these reasons order dated 13-5-1989 is bad. The bank has failed to sustain its case on the basis of notice dated 1-3-1989.

13. This tribunal, therefore, comes to the conclusion that the clause XVI of Bipartite agreement dated 17th September, 1984 was not complied with before passing the order dated 13th May, 1989 whereby the workman was deemed to have retired voluntarily. The order retiring the workman is invalid and can not be justified legally in terms of clause XVI of the Bipartite settlement dated 17th September, 1984. The legal consequence of this award would be that Mr. Mahesh M. Rao shall be deemed to be in service with effect from 13th May, 1989.

14. This is not a case of discharge or dismissal of the workman as admittedly he received retiral benefits on the assumption that he had voluntarily retired by application of clause XVI (ibid). This tribunal cannot grant further relief to the workman 11A of the Act. This is not a case of punishment or retrenchment. It is true that my predecessor had refused interim relief to the workman. Unfortunately, for him the matter had to be pending even after final arguments were heard on 27-1-1997. It is his Counsel Ms. Lata Desai then sought one adjournment for amending the Statement of claim of the workman. The amendment was of no consequence as there is no provision for services of three notices. That is how the matter was delayed. The workman has not served the Bank since May, 1989. Moreover, this tribunal finds that its order would not be final in the sense that the Bank shall not be deprived of its rights to proceed against the workman departmentally in accordance with law or rules. In case the Bank decides to proceed against the workman departmentally it shall be free to pass an appropriate order regarding the wages to be given to workman in case he is exonerated. At this tribunal declines to grant

any award in respect of any further relief as consequence of holding that Order/Letter dated 13th May, 1989 is illegal. The workman shall be deemed to be in services with effect from that date. It is made clear that this award shall not come in the way of Bank for taking departmental action.

15. Accordingly, the workman is entitled only to relief of the reinstatement as already stated above.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 13 मार्च, 2002

का.आ. 1156 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सांगली बैंक लिमिटेड के प्रबन्धतंत्र के संबद्ध नियो-जकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार लेबर कोर्ट, सांगली के पंचाट (संदर्भ संख्या आई.डी.ए. नं. 37/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 11/03/2002 को प्राप्त हुआ था।

[सं.एल.-12012/226/97-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th March, 2002

S.O. 1156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D.A. 37/98) of the Presiding Officer, Labour Court, Sangli as shown in the Annexure in the industrial Dispute between the employers in relation to the management of Sangli Bank Ltd., and their workman, which was received by the Central Government on 13-3-2002.

[No. L-12012/226/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI V. S. PADALKAR, PRESIDING OFFICER, LABOUR COURT, SANGLI

Reference (IDA) No. 37/98

ADJUDICATION

BETWEEN

The Chairman,
Sangli Bank Ltd., Rajwada Chowk,
Sangli-416 416.

... 1st party

AND

The General Secretary,
Sangli Bank Employees Union,
C/o. Sangli Bank Ltd.,
Phadke naud,
Pune-2. (411 002)

..IInd party.

In the matter of reinstate with continuity of service and full back wages.

APPEARANCES :

Ist party in Person—absent.

IInd party in Person—absent.

ORDER BELOW EX. O-I

(Date : 19-1-2002)

The Reference sent for adjudication by Ministry of Labour to this court. The notice to IInd party was issued to file Statement of claim.

Till 3-10-2001 the statement of claim not filed therefore the order of statement of claim not filed passed on 3-10-2001. Without statement of claim I cannot adjudicate the dispute between parties. Hence I have no other alternative to pass following order :

ORDER

The demand of IInd party workman is hereby rejected. Reference is disposed of.
No order as to costs.

Date : 19-1-2002.

Sangli.

V. S. PADALKAR, Presiding Officer

नई दिल्ली, 13 मार्च, 2002

का.आ. 1157 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी. नं. 88/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-03-0002 को प्राप्त हुआ था।

[सं.एल.-12012/85/90-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th March, 2002

S.O. 1157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 88/90) of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 11-3-2002.

[No. L-12012/85/90-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH

Case No. I.D. 880/90

Shvji Ram peon through
General Secretary,
State Bank of Patiala
Staff Union,
3135 Sector 22-D,
Chandigarh.

. Applicant.

Versus

General Manager (Operation),
State Bank of Patiala,
The Mall, Patiala.

. Management.

APPEARANCES :

For the workman : Shri Hardial Singh.

For the management : Shri N. K. Zakhmi.

AWARD

(Passed on 18th of January, 2002)

The Central Govt. vide No. L-12012/85/90-1R-(B-3) dated 11th July, 1990 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the State Bank of Patiala in terminating the services of Shri Shivji, peon-cum-frash at their branches Ludhiana and Sarabha w.e.f. 12-6-1987 is legal and justified ? If not, to what relief the concerned workman is entitled to and from what date ?"

2. The applicant filed the claim statement stating that he worked in Saban Bazar Ludhiana Branch from 23-9-85 to 6-10-85 and 10-2-1987 to 22-5-1987. He also worked from 1-6-1987 to 11-6-1987 in Sarabha Nagar branch of the bank. His services were terminated thereafter. Large number of persons were employed after his termination but he was not given re-employment. There was no complaint in his work and conduct. Thus the management has violated the provisions of Sections 25-C and H of the I.D. Act, 1947. The applicant prayed for reinstatement in service with full backwages.

3. In written statement the preliminary objection has been taken that the applicant was engaged for a special period and after the expiry of this period his services were disengaged and therefore, it falls within the definition of Section 2(oo) (bb) of the I.D. Act and thus the management has not violated the provisions of I.D. Act, 1947. Moreover he has not completed 240 days of service in a calendar year immediately before his termination of service, so the workman has no right to claim any reinstatement. The period of working as alleged in the claim statement has been admitted by the management. It is also pleaded that no person was ever engaged by the

management in place of the applicant. Thus the workman is not entitled to any relief.

4. Replication was also filed by the workman reiterating the claim made in the claim statement.

5. Both the parties filed their respective affidavit in support of their respective leadings. The witnesses of both the parties were cross-examined by each side.

6. I have heard both the parties and gone through the record of the case. The facts of the case are not in disputed. It is admitted by both the parties that the applicant had worked with the management from 23-9-1985 to 6-10-1985, 10-2-1987 to 22-5-1987 and from 1-6-87 to 11-6-1987 in different branches of the bank. It is thus clear that the workman has not put in 240 days of service in one calendar year immediately before his termination. The argument put forth by the learned counsel for the workman is that many persons have been re-employed after his termination. No name has been given by the workman either in claim statement or in affidavit who has been employed by the management after the termination of the workman.

7. The learned counsel for the management has argued that since the workman has not completed 240 days of service during one year immediately before his termination and the reference was not made by the Ministry for violation of Section 25-H of the I.D. Act 1947 so the reference cannot be adjudicated upon and the workman cannot be granted any relief. He has relied on the judgement of Hon'ble Punjab & Haryana High Court reported in F.J.R. Vol. 85 Karnal Central Co-operative Bank Ltd. V. Industrial Tribunal (F&M) page 167, Ram Gopal Saini Vs. The Judge Labour Court No. 2 Jaipur and others reported in Lab. I.C. 610 of Hon'ble High Court of Rajasthan. In my considered opinion, there is force in the arguments of the learned counsel for the management. It is now settled law that the person who has not completed 240 days of continuous service during one calendar year immediately before his termination has no industrial right. Moreover the workman has not mentioned any name who has been employed after his termination. In absence of any name not given by the workman, it cannot be held that the management has employed any person after the termination of the services of the workman. Moreover there must be specific reference to be referred by the Central Govt. in reference to the violation of Section 25-H of the I.D. Act. In absence of the specific reference, the workman is not entitled to the benefit of re-employment.

8. In view of the above discussion made in the earlier paras, there is no merit in the reference. the same is rejected and the workman is not entitled to any relief. Central Govt. be informed.
Chandigarh.

18-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली

का. अ. 1158:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेव्हर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी. 167/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/03/2002 को प्राप्त हुआ था।

[सं. एल.-12012/95/89 आई. आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th March, 2002

S.O. 1158.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 167/89) of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-3-2002.

[No. L-12012/95/89-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF SHRI M. S. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Ref. No. I.D. 167/89

Tota Ram

.. Workman

Versus

State Bank of India

.. Management

PRESENT :

For the workman : Workman with his advocate.

For the Management : V. K. Sharma.

AWARD

(Dated : 2-1-2002)

The Central Govt. Ministry of Labour in exercise of power conferred on them under Section 10(1)(D) and Sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the act), vide their letter No. L-12012/95/89-I.R. (B-3) dated 18-10-89 referred the following Industrial Dispute to this Tribunal for adjudication:—

“Whether the action of the management of State Bank of India in terminating service of Shri Tota Ram Godown keeper at

Fazilka Branch w.e.f. 30th January, 1984, was justified? If not, to what relief the workman is entitled to?”

2. The applicant in the claim statement stated that he was appointed as godown keeper by the management on 3-11-1983 against a permanent post and his services were terminated on 30-1-1984. It is also alleged that after the termination of the services of the workman fresh hands were recruited. The petition of the management in recruiting the other person in place of the workman is illegal and unjustified. He has requested for the reinstatement in service with all attendant benefits.

3. In written statement the respondent has pleaded that the workman was engaged as temporary godown keeper at Fazilka branch from 3-11-1983 to 30-1-1984 for 89 days and appointment was made against temporary seasonal vacancy. Since the appointment was for seasonal work and for 89 days, the violation of the provisions of Section 25-F of the Act. And the workman deserves no relief from the management.

4. The applicant also filed rejoinder reiterating the claim made in the claim statement.

5. In evidence the applicant filed his own affidavit which is Ex. W1 reiterating the same facts as claimed in claim statement. The respondent filed affidavit of D. K. Kaushal Deputy Manager SBI Zonal Office Punjab as Ex. M1 deposing that the workman worked only for 89 days and he has not completed 240 days in one calendar year.

6. I have heard both the parties and have gone through the entire record of the case.

7. The facts of the case are not disputed. It is admitted case of the parties that the workman had put in only 89 days of service w.e.f. 3-11-1983 to 30-1-1984 as godown keeper. The rep. of the workman has argued that many fresh hands were appointed by the management after the termination of the services of the workman. The rep. of workman and the workman in his affidavit also failed to give any name of the person so appointed after his termination. The rep. of the management relied on the judgement of Hon'ble Punjab & Haryana High Court in the case of Karnal Central Coop. Bank Ltd. Karnal Vs. Presiding Officer, Labour Court, Rohtak and others reported in P.L.R. 1994 (1) page 311 wherein it has been held by the Hon'ble High Court that industrial worker who do not completed 240 days of service have no industrial right under the Act. More over the workman has failed to point out that any other person was appointed after the termination of the workman. In my considered opinion, there is no violation of any provisions of the Act by the management.

8. The rep. of the management has also argued reference has also not been made by the Govt. of India under the violation of Section 25-H of the Act. In the above judgement of the Hon'ble High Court it is also held that since dispute regarding re-employment has not been referred to the Labour Court, therefore, it could not be adjudicated upon by the Labour Court. In view of the above, there is no merit in the above

reference. So the action of the management of State Bank of India in terminating the services of Shri Tota Ram Godown Keeper at Fazilka Branch w.e.f. 30-1-84 is justified and workman is not entitled to any relief. Central Govt. be informed.

Chandigarh.

2-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 13 मार्च, 2002

का.आ. 1159:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्थर्न रेलवे के प्रबन्धन के संदर्भ के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण थम लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी. 166/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/03/2002 को प्राप्त हुआ था।

[सं. एल.-41011/24/91-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th March, 2002

S.O. 1159.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID. 166/91) of the Central Government Industrial Tribunal/Labour Court, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 11-3-2002.

[No. L-41011/24/91-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF SHRI M. S. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

(Ref. No. I.D. 166/91)

H. K. Sharma . . . Workman.

Versus

Northern Railway . . . Management.

PRESENT :

For the workman : None.

For the management : P. P. Khorana.

AWARD

Dated : 3-1-2002

The Central Govt. Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d)

and Sub-section 2-A, of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the act), vide their letter No. L-41011/24/91-I.R. (D.U.) dated 31-10-91, referred the following Industrial dispute to this Tribunal for adjudication :—

“Whether the action of management of Railways in not posting Shri H. K. Sharma as Station Superintendent in the Grade of Rs. 2375-3500 (Pre-revised 840-1040) is justified? If not, what relief the workman concerned is entitled to?”

2. Case repeatedly called. None has put up appearance on behalf of the workman despite many notices. It appears that workman is not interested to pursue with the present reference. In view of the above, since the workman is not interested to pursue with the present reference, the same is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

2-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1160 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी. एल.सी./आर./149/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-03-2002 को प्राप्त हुआ था।

[सं.एल.-41012/109/94-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1160.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/I.C/R/149/95) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 14-3-2002.

[No. L-41012/109/94-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT, JABALPUR

Case No. CGIT/LC/R/149/95

Shri K. M. RAI, Presiding Officer.

Shri Faruq Ahmed,
C/o Jeetendra K. Ved,
General Workmens Union,
Rly. Qr. 328-A,
Post Godhara,
Gujarat.

Applicant.

Versus

The Divisional Electrical Engineer,
Western Railway,
Near Railway Station,
Ratlam.

Non-applicant.

AWARD

Passed on this 1st day of March, 2002

1. The Government of India, Ministry of Labour vide order No. L-41012/109/94-IRB.I dated 7-8-95 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Divisional Electric Engineer (TPO) Western Railway, Ratlam in terminating the services of Shri Faruq Ahmed w.e.f. 13-1-92 is justified or not? If not, what relief the workman is entitled for?”

2. The case for the workman is that he had put in years continuous service in Western Railway, Ratlam division as permanent electrical Khalasi. He was wrongly chargesheeted on 25-7-90 on the allegations of unauthorised absence from 7-4-90 to 18-4-90 and from 2-6-90 to 30-6-90. He had submitted medical certificate for both periods from a qualified private medical practitioner duly countersigned by the Western Railway, Medical Officer. After 18-4-90, he had resumed his duty at Ratlam. Thereafter he had taken leave to visit his native place Godhra. On completion of his period of leave, he was returning from Godhra to Ratlam on 2-6-90 but he could not reach Ratlam as both up and down lines were blocked due to Railway accident between Morwani and Bildi. He informed his superior officer regarding his inability to attend duty due to said accident. He returned to Godhra and fell ill. He was under the treatment of private doctor at Godhra w.e.f. 25-5-90 to 4-7-91. He had sent the medical certificate duly countersigned by the Railway doctor to his immediate officer for sanctioning the leave.

3. The workman further alleges that the DE was conducted against him by the management in a biased manner. The Enquiry Officer had not acted properly in discharging his duty as Enquiry Officer. He gave a finding for the period of absence which was not the subject matter of enquiry. No proper opportunity was given to him to defend his case

properly. The Enquiry Officer had not considered the medical certificates filed by him. The enquiry officer wrongly held the charges proved against him. The finding of Enquiry Officer is perverse. The Disciplinary authority wrongly accepted the report of the Enquiry Officer and passed the order of dismissal from service on 13-1-92. He was not given the enquiry report to submit his explanation for the consideration of disciplinary authority. The enquiry was conducted in his absence. In view of all these facts, the order of removal from service passed by the management against him is bad in law. This order deserves to be quashed. He is entitled to reinstatement with all back wages.

4. The case for management is that the workman remained absent from duty without any authority w.e.f. 7-4-90 to 18-4-90 and 2-6-90 to 13-6-90. For this misconduct the management issued a chargesheet on 25-7-90 which was received by the workman on 26-7-90. The enquiry officer was appointed by the management to hold the DE against the workman. The workman was given opportunity to put up his defence before the Enquiry Officer. He submitted his reply on 31-7-90 before the Enquiry Officer and denied charges framed against him. On 20-11-90, the Enquiry Officer was appointed and the workman was informed to appear before him for participating in the enquiry proceedings. In spite of service of notice on him, he deliberately absented himself from participating in the enquiry proceedings. The Enquiry Officer proceeded ex parte against him. After the completion of Enquiry, the charges were found to be proved by the Enquiry Officer.

The Disciplinary Authority accepted the report of enquiry officer and passed the order of removal from service on 13-1-92. The Departmental Enquiry was conducted against the workman in a just and proper manner. The workman was given ample opportunity to defend his case. The order of removal from service passed by the management is just and proper and does not require any interference. The workman is not entitled to reinstatement with back wages as claimed by him.

5. The following issues arise for decision in this case and my findings thereon are noted herein after:—

1. Whether the DE conducted by the management against the workman is just and proper?
2. Whether the order of dismissal passed by the management against the workman on 13-1-92 is just and proper?
3. Whether the workman is entitled to reinstatement with back wages?

Relief and costs?

Issues No. 1:

On the perusal of De papers, it appears that the Enquiry Officer had given ample opportunity to the workman to put up his defence properly. It has been admitted by the workman in his statement that in spite of service of notice on him he did not participate in the Enquiry Proceedings. This very statement goes to show that he had deliberately absented himself from participating in the DE. It was his duty to appear before the Enquiry Officer to prove

his defence. He failed to do so. He could have easily put up his defence regarding his illness before the Enquiry Officer in respect to the period of his absence from duty. He failed to produce the medical certificates also before the Enquiry Officer for consideration. He could have been easily approached the Enquiry Officer to get the relevant medical certificates produced from the management, if he had at all submitted the same in the office of his superior officer. This in action of the workman goes to show that neither he was sick during the period of his absence from duty nor there was any such circumstance which prevented him from attending his duty.

7. In view of the facts stated above, it has been amply established that the workman was given adequate opportunity by the Enquiry Officer to prove his defence. It was the workman who did not think it proper to avail off this opportunity. It is therefore held that the DE conducted against the workman is just and proper. Issue No. 1 is answered accordingly.

8. Issue No. 2 :

From the enquiry papers, it appears that the Enquiry Officer has considered the entire facts and evidence on record available to him during the enquiry proceedings. The enquiry Report does not appear to be perverse. The Enquiry Officer has reasonably considered and given his finding based on the material available to him. At the same time this court cannot sit as a court of appeal over the order of Disciplinary Authority. The report of Enquiry Officer does not suffer from any legal infirmity.

9. The punishment of removal from service as given by the management on the basis of report submitted by the Enquiry Officer does not appear to be improper. The charges have been held to be proved against the workman. To remain absent from duty without any legal authority is a serious misconduct. Such type of negligent workers do not deserve any sympathy in the present circumstances. It has become a fashion to remain absent from duty on some pretext or other after getting employment in a public sector. Such activity must be curbed. Taking all these facts into circumstances, I find that the punishment of removal from service awarded by the management against the workman is just and proper. It does not require any interference in this case.

This issue is answered accordingly.

10. Issue No. 3.—In view of my findings given on Issue Nos. 1 and 2, the workman is not entitled to reinstatement with back wages.

11. Issue No. 4.—On the reasons stated above, it is held that the management has rightly terminated the services of workman Shri Faruq Ahmed w.e.f. 13-1-92. The workman is not entitled to reinstatement with back wages and other consequential benefits as claimed by him. His dismissal from service is just and proper.

12. The reference is answered in favour of the management and against the workman.

13. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवृद्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर कोर्ट, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एल.सी./आर./244/97) को प्रकाशित करती है, जो केन्द्रीय सरकार की 14-03-2002 को प्राप्त हुआ था।

[सं.एन.-41012/158/96-आई.आर.(बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/244/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workmen, which was received by the Central Government on 14-3-2002.

[No. L-41012/158/96-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

Case No. CGIT/LC/R/244/97

Presiding Officer.—Shri K. M. Rai.

Shri Manna Zora
Ex. Gangman
Western Railway Baramia Station,
Hon. Secy. GW Union,
Sinduri Mataa Devathan,
SI Nagar,
P.O. Godhra,

Applicant

Versus

The Divisional Railway Manager,
Western Railway,
Railway Station,
Raftam.

Non-applicant

AWARD

Passed on this 1st day of March, 2002

1. The Government of India, Ministry of Labour vide Order No. L-41012/158/96-IR(B) dt. 19-9-97 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Railway Manager, Western Railway, Raftam in terminating the services of Shri

Manna Jhera, Ex. Gangman vide order dt. 11-2-94 is legal and justified? If not, what relief the workman is entitled to?"

2. The case for the workman is that he had put in 32 years of continuous service in the Western Railway, Ratlam Division as Gangman. He is illiterate and does not know how to read and write. His mother tongue is Gujarati, he was issued a chargesheet in the year 1992 for being unauthorised absent from duty w.e.f. 3-9-91 to 23-1-92. He was suffering from serious ailment during the said period and was being treated by a qualified private medical practitioner. He had intimated the gang jamadar regarding his serious ailment. The Gang Jamadar did not communicate the same to the PW1 for needful action. The management had decided to hold DE against him. He had participated in the enquiry proceedings. The Enquiry Officer did not hear him properly during the enquiry proceedings. Every thing was conducted in Hindi which was not followed by the workman. The Enquiry Officer did not act in a fair and just manner while conducting the enquiry proceedings. He was not given adequate opportunity to prove his defence before him. The enquiry Officer wrongly held the charges proved against him. He was not given the report of enquiry officer to explain the circumstances to the Disciplinary Authority. The Enquiry Officer had not applied his mind in holding the charges proved against him. The Disciplinary Authority wrongly relied on the report of the enquiry officer and passed the order of dismissal from service against him on 11-2-94. This order deserves to be quashed. He is entitled to reinstatement with all back wages.

3. The case for the management is that the workman was employed as gangman on 28-4-67. He remained in employment for the period of 27 years. He remained absent from duty without authority on various dates. He deliberately absented himself from duty w.e.f. 3-9-91 to 23-1-92, 10-2-92 to 15-5-92 and 21-5-92 to 3-9-93 without any authority. For this misconduct, a chargesheet was framed against him and DE was decided to be conducted. The workman fully understands Hindi, he had participated in the enquiry proceedings and he was given ample opportunity to defend his case before the Enquiry Officer. He was supplied the copy of the report of Enquiry Officer before passing the order of dismissal from service. The workman had never submitted any medical certificate to the competent authority for sanctioning the leave as claimed by him. He never mentioned the name of Gang Jamadar to whom he had communicated the facts of his illness. He also did not file any medical certificate before the Enquiry Officer to prove his defence. The Enquiry Officer conducted the DE in a just and fair manner by giving adequate opportunity to the workman to defend his case properly. The finding of the Enquiry Officer is based on the facts and evidence available on record. His report does not suffer from any perversity. The order of dismissal from service passed by the management against the workman is perfectly legal and does not require any interference. The workman is not entitled to any relief as claimed by him.

4. The following issues have been framed in this case and my findings thereon are noted hereinafter:—

1. Whether the DE conducted by the management against the workman is just and proper?
2. Whether the order of dismissal from service passed by the management against the workman on 11-2-94 is legal?
3. Whether the workman is entitled to reinstatement with back wages?
4. Relief and costs?

5. Issue No. 1.—It has been specifically admitted by the workman in his statement of claim that he had participated in the enquiry proceedings and the enquiry was conducted against him in his presence. He has not been able to show that the Enquiry Officer had not given him the adequate opportunity to put up his defence before him properly. He had also been given the copy of enquiry report by the management. It has not been proved that the workman does not understand Hindi. It was his duty to produce medical certificate before the Enquiry Officer to prove that he remained absent from duty on account of serious illness. He could have also examined Jamadar to prove his contention. He did not think it proper to examine the said Jamadar before Enquiry Officer to prove the fact of illness during the relevant period. The reasons are best known to the workman only. Taking all these facts into consideration. It is held that the enquiry has been conducted against the workman in a just and proper manner. Issue No. 1 is answered accordingly.

6. Issue No. 2 and 3.—The enquiry officer had held the charges proved against the workman after considering all the relevant material available on record. His finding does not suffer from any perversity. The workman has not been given any cogent reason to discard the report of enquiry officer in which the charges have been proved against him. The Disciplinary Authority accepted this report and passed the order of dismissal from service w.e.f. 11-2-94. The workman deliberately absented himself from duty without any lawful authority. He also could not prove that due to serious illness he was not able to join his duty during the relevant period. No employee can be allowed to remain absent from duty without getting leave properly sanctioned by the competent authority. The workman chose to remain absent from duty without getting his leave sanctioned from the competent authority. The workman's choice to remain absent from duty without getting his leave sanctioned from the competent authority is unjustified. It shows his clear negligence towards his duty. Such action of any worker amounts to serious misconduct. In such a circumstances, no leniency can be shown in respect to imposition of punishment regarding the charges found proved against the workman. In the present day, it has become common practice to remain absent from duty in public sector on some pretext or other which is highly objectionable. Such workers do not deserve to be retained in service at all. Taking all these facts into consideration. I find that the order of termination passed by the management against the workman on 11-2-94 is perfectly just and proper in the circumstances of

the case. The workman is not entitled to reinstatement with back wages and other monetary benefits as claimed by him. Issues No. 2 and 3 are answered accordingly.

7. Issue No. 4.—On the reasons stated above it is held that the order of dismissal from service passed by the management on 11-2-94 against the workman is perfectly just and legal. The workman is not entitled to reinstatement with back wages as claimed by him.

8. The reference is accordingly answered in favour of the management and against the workman.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, बंगलौर के पंचाट (संदर्भ संख्या सी.आर.-97/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-03-2002 को प्राप्त हुआ था।

[सं.एल.-12012/74/98-आई.आर. (बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1162.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. No. 97/98) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 14-3-2002.

[No. L-12012/74/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, "SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR
ROAD, YESHWANTHPUR, BANGALORE

Dated : 5th March, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB..
Presiding Officer.

CGIT-CUM-LABOUR COURT, BANGALORE

C.R. No. 97/98

I PARTY

Sri R. K. Sagargol,
S/o Shri Kadappa,
Rudraswamypeth,
Jamkhandi (PO)
Bijapur (Dist.)-586101
Advocate-K. V. Sathyanarayana

II PARTY

The Assistant General
Manager (Personnel),
State Bank of India.
Head Office,
St. Marks Road,
Bangalore-560009

Advocate-Ashok.. B. Patil.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. 12012/74/98/IR (B-I) dated 13th November, 1998 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Revanappa Kadappa Sagargol is legal and justified? If not to what relief the workman is entitled?"

2. The 1st Party was working with the 2nd Party. His services were terminated and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the 1st Party in brief is as follows :—

5. The case of the 1st Party is that he was appointed by the 2nd Party Management as a Sweeper-cum-Messenger on daily wages during March, 1982 and was continued as such up till 1984 and again thereafter he was appointed as Sweeper-cum-Messenger w.e.f. March 1990 and continuously he was allowed to work up to 31-1-1994 and thereafter, the management has refused work. The Management refused work w.e.f. 31-1-1994. The action of the management is not correct.

6. It is the further case of the 1st Party that the 2nd Party management is in the habit of continuing to give job only one day or two days in a month, though, virtually, he has been terminated from the services w.e.f. 31-1-1994. The workman with the hope of getting absorbed, continued in the bank services but the management has not regularised his services. He belongs to Schedule Caste Community and studied up to 9th Standard.

7. It is his further case that he worked for more than 240 days during many years in between viz. 366 days during 1992 and 356 days during 1993. He was discharging permanent nature of duties. Refusal of work tantamount to retrenchment as defined under Section 2(oo) of the Industrial Disputes Act, 1947. The management has not complied with

the mandatory requirements under Section 25 F clauses (a) and (b) of the Industrial Disputes Act, 1947. Further the action of the management is in violation of Section 25 N as Chapter VB of the Industrial Disputes Act is applicable to the 2nd Parties management. The action is illegal. The workman for these reasons and for some other reasons has prayed to pass the award in his favour.

8. Management appeared and filed Counter. The case of the management in brief is as under :

9. It is true that the 1st Party has served in the Bank as a Sweeper-cum-Messenger since 1982 at intermittent periods. The nature of employment is purely of a temporary nature and such appointment in the bank is governed accordingly by the Bi-partite settlement dated 17th November, 1987. Whenever the dispute is raised it should be in terms of the settlement.

10. It is the further case of the management that the settlement dated 17th November, 1987 provided for categorization of temporary employees working in the bank into A, B and C categories and also provided an opportunity for absorption in the services of the Bank after holding an interview. The criteria is to consider the length of temporary services etc. as stated in para 2 of the Counter. The Claim of the 1st Party workman is not maintainable.

11. It is the further case of the management that as a result of the Bipartite Settlement dated 30th July, 1986 the panel of temporary employees that was prepared in accordance with the aforesaid settlement dated 17th November, 1987 would be made use of for permanent appointment in the Bank against vacancies arising during the year 1994, 1995 and up to December, 1996 where after the said panels would lapse. Without prejudice to what is stated above, the reference can only be sorted out in accordance with the new norms to be settled, for absorption of such ex-temporary employees as the first party, in the subsequent settlements to come, if so provided for. The 2nd Party for these reasons and for some other reasons has prayed to reject the reference.

12. It is seen from the records that management examined one Mr. Y. R. Shapur, the Chief Manager. His evidence is that the 1st Party workman has worked in the 2nd Party bank at Bagalkot from 1991 to 1994 as a Temporary Sweeper-cum-Messenger. He was asked to work in the leave vacancies. He says that he has no idea of his working in the said bank earlier to 1991. It appears the case was adjourned for further examination and thereafter the management could not keep him present.

13. The management examined one Shivanand G. Thiigadi, Manager, Hubli. His evidence is that the workman was working as Temporary Sweeper-cum-Messenger. No Appointment Order was given to the work-

man and he is not entitled for any relief. They have not terminated the services of the 1st Party. He has also given evidence about Bipartite Settlement and two agreements.

14. He further said that there were categorization according to the agreement. He further says that who ever has worked for 240 days, they were given 'A' Category and the period was from 1-7-75 to 31-12-87. The date was extended up to 31-7-88. He says that the 1st Party was not in any category.

15. In his cross examination MW2 has said that 1st Party has worked from 1982 to 1990 at two places in Bagalkot and Jamkhandi.

16. Against this workman gave detailed evidence in support of his case. He says that he has worked from 1982 to 1994 at two places i.e. Jamkhandi and Bagalkot. He says that he worked from 1982 to 1983 and again in 1990. He has given detailed dates of having worked in the bank. He has filed documents. He is cross examined but nothing is elicited from his cross examination to disbelieve his evidence.

17. I have heard the arguments of both sides. I have perused all the documents filed by the parties. The workman has filed some extracts in order to establish that he worked with the bank in 1982, 1983, 1990 and 1991. He has also filed certain certificates given by the respective Branch Managers and according to these certificates the workman has worked for number of days given in the certificates. According to one certificate, it is clear that he has worked as Temporary Sweeper cum Messenger on full scale wages at Bagalkot Branch.

18. We are having one letter which says that the workman has worked temporarily during 1991 and he was deputed to work at Bagalkot Branch. If we consider all these certificates it is abundantly clear that this workman has worked for years together and his services were taken by the respective Branch Managers.

19. Of course workman has said in this cross examination that no appointment order was given, but that itself is not sufficient to say that the workman has not worked for number of days claimed by him.

20. MW2 has categorically stated in his cross examination that 1st party workman worked from 1982 to 1990 at 2 place i.e.

Babalkot and Jamkhandi. This cross examination of MW2 is sufficient to say that for a long period as contended by the workman he has worked with the bank.

21. MW-1 has stated that the case of the workman does not fall under any category and he is not entitled to permanent job. To believe this the management has filed any documents. On the other hand the 1st Party has filed extracts and also certificates given by the Branch Managers of the 2nd Party Bank to the effect that he has worked for many year with the Bank.

22. The management has filed settlement. According to this settlement the temporary workman has to be regularised. In the instant case it is not in dispute that the workman has worked continuously from 1982, 1983, 1990 and 1991. Therefore it is clear that he can be considered for regularization.

23. I have given my best consideration to the material before me and I am of the opinion that the case of the workman can be considered by the management for regularization if he fulfills all the necessary conditions required for regularization. Accordingly, I proceed to pass the following Order;

ORDER

The reference is partly allowed. The management is directed to regularize the services of the workman if he fulfills the necessary conditions required for regularization in terms of settlement and other rules. No other benefits are awarded.

(Dictated to PA transcribed by her corrected and signed by me on 5th March, 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का. आ. 1163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ

संख्या 92 आ. 1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-03-2002 को प्राप्त हुआ था।

[सं. एल-12012/39/88-डी-II (ए)/आई. आर. (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92 of 1993) of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 14-3-2002.

[No. L-12012/39/88-D-II(A)/IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d)

(2A) of the Industrial Disputes Act, 1947

Reference No. 92 of 1993

PARTIES :

Employers in relation to the management of State Bank of Bikaner and Jaipur.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. K. Mukherjee, Advocate.

For the Workman : Shri R. N. Ganguly, Advocate.

STATE : Bihar.

INDUSTRY : Banking.

Dated, the 1st March, 2002

AWARD

By Order No. L-12012/39/88-D-II(A)/IR.B.I dated 26-8-1993 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of State Bank of Bikaner and Jaipur in terminating the services of Shri Sudha Ratan Singh, ex-employee at R-Block branch, Patna w.e.f. 7-3-85 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Briefly stated, the case or claim of the concerned workman is that he was appointed on 17-12-1984 as Clerk-cum-Cashier and his service was terminated w.e.f. 7-3-1985. It has further been stated that he was appointed against permanent vacancy on permanent basis although he was wrongly described as temporary workman. It is said that he was selected after holding proper test as regards suitability and competency for the job on which he was appointed and the management was fully satisfied with his performance but even then the management terminated his service on account of the policy decision of the management to recruit workman describing him as temporary and terminating his service before completion of 90 days of attendance so that the management would not be required to make him permanent. It has also been said that before terminating the service of the concerned workman the management did not prepare or publish seniority list of clerks and/or clerk-cum-cashier as required by Rule 77 of the Industrial Disputes (Central) Rules, 1957, and further principle of "last come first go" as provided under Section 25(G) of the Industrial Disputes Act was also not followed before taking such action. Further it has been said that before terminating the service the management did not give 14 days notice or wages in lieu thereof under para 522(4) of Shastri Award. Further, the claim is that after termination of service of the concerned workman fresh persons were appointed but no notice was given under registered cover to the concerned workman as provided under Rule 78 of the Industrial Disputes (Central) Rules, 1957. Subsequently it is said that industrial dispute was raised and conciliation was initiated, but due to adamant attitude of the management conciliation proceeding ended in failure whereafter the dispute was referred to this Tribunal for adjudication, only upon the direction made by the Hon'ble High Court in its writ jurisdiction. It is also the case that the management did not give notice to the concerned workman in the prescribed manner as required under Industrial Disputes Act, 1947 although it was mandatory to give notice to the retrenched employee individually under registered cover and as such the action of the management in terminating the service of the concerned workman is illegal, arbitrary, mala fide and also violative of Articles 14 and 16 of the Constitution of India. Further it has been said that the action of the management amounts to unfair labour practice also as per Schedule 'V' of the Industrial Disputes Act, 1947. The termination of service of the concerned workman, as per the claim, is, in fact, retrenchment as defined under Section 2(oo) of the Industrial Disputes Act, 1947 and non-compliance of Rule 77 of the Industrial Disputes (Central) Rules makes the termination illegal and void. Lastly, it has been said that the workman is entitled for reinstatement with all consequential benefits.

3. The management, on the other hand, apart from raising several technical objections have come out with the case, as disclosed in its written statement, that the concerned workman was appointed in ad-hoc vacancy and purely on temporary basis and was not appointed for regular kind of duty. It has also been averred that the concerned workman was appointed for the specific period as per contract and his service came to an end

automatically on expiry of the contractual period. Further, according to the management, automatic cessation of service after expiry of stipulated period does not constitute 'retrenchment' and is, therefore, outside the purview of Chapter 'VA' of the Industrial Disputes Act, 1947. It has also been stated that such termination of service as a result of non-renewal of the contract has been excluded from the definition of 'retrenchment' under Section 2(oo)(bb) of the Industrial Disputes Act and so there is no justifiable claim as raised which can be adjudicated by the Tribunal. Further, the case is that the concerned workman admittedly has not completed 240 days attendance in a year and has not completed one year's continuous service within the meaning of Section 25-B of the Industrial Disputes Act and further the provision of Sections 25-G and 25-H of the Industrial Disputes Act have no application as those relate to retrenchment whereas in the case of the concerned workman there is no question of any retrenchment at all. It is also the case that the concerned workman was never appointed on regular basis rather he was engaged for a specified period. For the regular appointment, it is said, there is set procedure in the Bank i.e. recruitment through Banking Service Recruitment Board.

While making parawise comments to the written statement filed on behalf of the workman also while controverting or denying several claims raised by the concerned workman, it was reiterated that the concerned workman was appointed purely on temporary basis for 80 days from 17-12-84 to 6-3-85 as Clerk and on expiry of 6-3-85 the service of the concerned workman was automatically terminated. It has also been asserted that the concerned workman was never appointed against permanent post and he was appointed purely on temporary basis to cope up with exigency situation on account of sudden increase of work and/or as leave substitute and/or for extra contractual work of non-recurring mode. It has also been averred that considering the nature of engagement of the concerned workman there is no application of provision of para 522(4) of Sastri Award as well. It has also been denied that any fresh hands were appointed by the Bank in place of the concerned workman. As regards the number of few cases which have been furnished by stating that those were also similar disputes in which adjudication has been made in favour of the workman, it has been relied that those matters are still sub-judice either before Hon'ble Supreme Court or before Hon'ble Allahabad High Court. As such, according to the management, those are of no help to the concerned workman.

In rejoinder filed to the written statement of the management the concerned workman while controverting several statements have reiterated his earlier stands taken in his written statement and has emphatically claimed that in fact he was retrenched and so there is no question of any application of provision of Section 2(oo)(bb) of the Industrial Disputes Act, 1947.

4. From the aforesaid stands taken on behalf of both the sides it is evident that the core issue which, in fact, is bone of contention is whether in view of the facts and circumstances involved the concerned workman can be said to have been retrenched from his service of the concerned Bank or not. The other aspects and relief as claimed by the concerned workman are quite dependent upon the findings which

would be arrived at on the aforesaid core issue involved.

5. In support of their respective stands both the sides have led oral as well as documentary evidence. One witness has been examined from the side of the management and likewise on behalf of the workman one witness has been examined, who is none other than the concerned workman himself. Few documents have also been exhibited on behalf of the parties which are marked Ext. W-1 series and M-1 series. The relevancy and significance of the materials placed in course of the proceeding would be gone into and considered in course of discussions made hereinafter.

6. As it is apparent from the above, it is not in dispute that the concerned workman worked as a Clerk-cum-Cashier in the concerned Bank from 17th December, 1984 to 6-3-85. In the written statement of the workman, however, 7-3-85 is the date mentioned which seems to be incorrect in view of own document of the workman (Ext. W-1 series) wherein clearly 6-3-85 is mentioned as the date until which the concerned workman worked in the Bank and this is in conformity with the entries made in the Attendance Register also (Ext. M-1 series) produced by the management. The dispute, in fact, is with respect to the nature, mode and the manner of appointment or engagement of the concerned workman. As per the management the appointment was purely on ad-hoc or temporary basis for a specified period i.e. for 80 days in total, due to exigency arisen and also in order to cope with pressure of work in the Bank and no sooner the said period lapsed there was automatic cessation of employment which in no way can be termed as "retrenchment". The workman, on the other hand, submits that he was selected after holding proper test regarding his suitability and competence and it is incorrect to say that his employment was contractual or for a specified period.

No appointment letter has been produced by either of the sides. The management in its written statement has stated about the issuance of such appointment letter which stipulates the engagement for a specified period. This fact as regards issuance of appointment letter has not been denied by the concerned workman in his rejoinder filed and his written statement is completely silent about that aspect. However, in his evidence the concerned workman (WW-1) has said that he had got appointment order which was shown to him and later on it was taken by the Manager. He further said that he has got no copy of appointment letter/order. So even in his evidence he has not said that no such letter, in fact, was ever issued. In this context the management's witness (MW-1) who happens to be an official of the Bank who was posted as Manager in the concerned Bank during the relevant period and had engaged the concerned workman, says that on enquiry he could know that the copy of appointment letter given to the concerned workman is not available in the Bank's office. It is thus obvious that he has furnished explanation for non-production of the said document by the management. Again in the aforesaid context it is significant to point out that in course of the pendency of the present reference before the Tribunal even prior to the evidence a petition was filed on behalf of the management for directing the concerned workman to produce appoint-

ment letter and on 8-12-94 accordingly direction was made to that effect but even then no such letter was produced by the concerned workman and any explanation whatsoever in that regard was also not furnished. It is due to such attitude on the part of the concerned workman it has been urged on behalf of the management that the concerned workman has deliberately tried to suppress the material fact by not producing the appointment letter as in the event of production of such letter the reality would have come into light and he would have been left with no claim to justify. Considering the circumstances of this case this submission made on behalf of the management cannot be entirely brushed aside though it cannot be taken to be the sole basis for discarding the entire claim of the concerned workman.

7. The management's plea, as seen above, is that the concerned workman was engaged initially for 30 days which was extended upto 80 days and so on expiry of 80 days on 6-3-85 the service of the concerned workman was automatically terminated. The management's witness (MW-1) has also supported the said fact and further in support of such stand taken or the facts mentioned, attendance register has also been produced for the relevant period which shows that attendance of the concerned workman was marked from 17-12-84 to 6-3-85 only and further in that the name of the concerned workman is mentioned separately under the head "temporary". Particularly since nothing has been produced in rebuttal of the said stand taken by the management the oral evidence as also the said document produced from the side of the management can well be taken to be the material which amply corroborates and supports the management's stand of engagement for a specified period.

8. As far as the stand taken that the eligibility and competency test was conducted prior to appointment, is concerned quite apparently by that the attempt has been sought to be made to show that the appointment was regular and not of ad-hoc or temporary nature. It is evident that the concerned workman has said that detailed test was taken in the interview and during interview he had produced his matriculation and intermediate certificates. The management denied such statement and the management's witness (MW-1) in his evidence has said that for regular appointment in the Bank the post is advertised and it is intimated to the Banking Service Recruitment Board and they advertise the post consequent upon which examination is conducted and thereafter appointment is made. Interestingly the concerned workman has also admitted this fact in his evidence and appears to have said that he knows that in the Bank appointment is made on the basis of selection, examination held by the Banking Service Recruitment Board and after selection and on the recommendation, a candidate is appointed. Therefore merely by facing interview and by producing certificates one cannot say that prescribed procedure required for regular appointment has been observed or fulfilled. It is thus obvious from the own statement of the concerned workman that in case of appointment prescribed procedure was not followed quite obviously because the nature of his engagement was something different. If the concerned workman was interviewed or he was asked to produce his certificate at the time of appointment then there is nothing strange as in case of ad-hoc or temporary appointment also for a limited period the eligibility

or competency of the person concerned is required to be tested particularly when he was going to be appointed on a post of Clerk-cum-Cashier.

9. Ext. W-1 series are the copies of the representations said to have been submitted by the concerned workman before the management after his stoppage from work or after his termination as alleged. In all those documents there is not even the whisper about the nature or manner of appointment rather from some of the letters or the representations it appears that the concerned workman was engaged temporarily as they speak about the assurance given for regularisation by the authorities of the management. In para 6 of the rejoinder filed on behalf of the concerned workman also at one place it has been stated that it is incorrect to suggest that the concerned workman has no claim for his regularisation. If a person is appointed on a regular basis and as against a permanent post and if his services are terminated on any ground whatsoever he would not pray for regularisation of his service rather straight-away he would seek relief for reinstatement. Quite apparently therefore such conflicting stand taken creates a great amount of doubt as far as the genuineness of the claim of the concerned workman is concerned.

As such in view of the facts and circumstances as noticed above the only inference which can be drawn is that the engagement or the appointment of the concerned workman was for a limited or a specified period and he was not appointed on regular basis and so this case is well covered under the provision of Sec. 2(oo) (bb) of Industrial Disputes Act, 1947 which is one of the exceptions provided for not treating the case to be a case of "retrenchment" and consequently when it cannot be treated to be a case of retrenchment no question arises of any application or violation of Sec. 25-G or 25-H of Industrial Disputes Act, 1947 or Rule 77 or Rule 78 of Industrial Disputes (Central) Rules, 1957. The Hon'ble Supreme Court in a case reported in 1996(1) U.J. (S.C.) 229 has held that when appointment is for a fixed period unless there is finding that power under Cl. (bb) of Sec. 2(oo) was misused or vitiated by its mala fide exercise it cannot be held that termination is illegal. So far as the facts of the present case are concerned these are not of such nature out of which it can be inferred that the aforesaid provision of the Industrial Disputes Act was either misused or vitiated by its mala fide exercise. Therefore, the aforesaid decision of Hon'ble Supreme Court squarely covers the present case.

10. By producing a copy of an award passed by this Tribunal on 26-5-95 in Reference No. 109 of 1991 decided analogously with Reference No. 131 of 1991, it was vehemently urged on behalf of the concerned workman that exactly under similar circumstance the then Presiding Officer of the Tribunal extended relief to the workman who were parties in those reference cases and ordered for their reinstatement of course without back wages. Having gone through the said award the same does not appear to be an award passed under similar circumstances or on identical facts. It is apparent from page 27 of the said award while noticing the provision of Sec. 2(oo) (bb) of Industrial Disputes Act, 1947 the Tribunal made observation that the said provision was inserted

in the Act by Act 49 of 1984 which has not been given retrospective effect. Further, it observed that admittedly the concerned workman were terminated from service prior to this provision was brought on the statute book and before the insertion of this provision the law was that a termination of service of a workman was retrenchment, excluding three exceptions provided under Section 2(oo) of the Act. After having noticed these aspects the Tribunal lastly held that the concerned workmen notwithstanding the terms of their appointment given in the appointment letters, have to be deemed to have been retrenched from service when on the expiry of a certain period their service was terminated by the management. Mainly upon such finding the relief was granted by the Tribunal to those workmen as in that it was found that the mandatory requirement as provided under Sec. 25-G, 25-H, and few prescribed rules were not followed. In the instant case the fact is completely different. In this case admittedly the concerned workman was appointed on 17-12-84 and as alleged his service was terminated on 6-3-95. The provision of Sec. 2(oo) (bb) of the Industrial Disputes Act was inserted in the Act by Act 49 of 1984 w.e.f. 18-8-84. Therefore, quite obviously the concerned workman was appointed and was also disengaged admittedly after coming into force of the aforesaid provision and not before the introduction or coming into effect of said provision as in the case in which aforesaid award was passed. Therefore quite apparently the said cited award which admittedly is under challenge before the Hon'ble High Court does not come to the rescue of the concerned workman or help him in any way.

11. No doubt, the practice of engaging a person on any post whatsoever on ad-hoc basis or temporarily for a limited period and then appointing some another person after disengaging the earlier one again for a specified period instead of appointing someone on regular basis can only be deprecated in strong terms but merely on that count if leaving aside prescribed norms and procedures the relief would be granted to those persons by making them permanent then at the same time that would also be against the public policy and the same would be termed as violative of several provisions in regard to equality as enshrined in our Constitution. Particularly Art. 16(1) of Constitution of India guarantees equality of opportunity for all citizens in the matter relating to employment or appointment to any of the office under the State and one of the means of assuring this right to all the citizens is to provide opportunity of employment or appointment to public office by inviting persons to such employment through public advertisement or through other mode of public recruitment like Employment Exchange etc. as in the present case where selection is required to be made through Banking Service Recruitment Board. Therefore, recruitment on ad-hoc or temporary

basis for a specific period cannot provide basis for claiming any right of regular appointment as the same will provide denial of equal opportunity to other aspirant, who may be otherwise eligible for the employment concerned. However, in case of the Bank as stated by the management's witness who happens to be an officer of managerial rank such type of practice regarding engagement for a specified period has now been stopped or changed. I do not find myself convinced that merely by taking the aforesaid action of the management as unfair labour practice, reinstatement of the concerned workman is necessarily required to be ordered.

12. Much argument has been made from the side of the management as regards the delay caused in raising the dispute which according to it, has made this dispute as over-stale dispute, but in view of the findings arrived at above I consider it needless to go into that aspect as well and to make an elaborate discussion for coming to a specific finding.

13. Thus, in view of all the aforesaid considerations and discussions made above on the basis of materials on record it is finally concluded that it stands not established that the concerned workman, in fact, was retrenched from his service and consequently, in my view, the concerned workman cannot be said to be entitled for reinstatement or for any relief whatsoever.

14. The award is thus rendered as hereunder : The action of the management of State Bank of Bikaner and Jaipur in dis-engaging or terminating the service of the concerned workman w.e.f. either 6-3-85 or 7-3-85 is justified and consequently the concerned workman is not entitled to any relief whatsoever.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 11 मार्च, 2002

का. आ. 1164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या बी-48/98) को प्रकाशित करती

है, जो केन्द्रीय सरकार को 07-03-02 को प्राप्त हुआ था।

[सं. एल.-12013/15/98आई. आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 11th March, 2002

S.O. 1164.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. B-48/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 07-03-2002.

[No. L-12013/15/98-IR(B-II)]

C. GANGADHARAN. Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर।

आदेश संख्या :—एल-12013/15/98आई. आर. (बी-II)
14-12-98

प्रकरण संख्या :—बी-48/98

यूको बैंक एम्पलाइज एसोसिएशन,
शाउण्ड फ्लोर, यूको बैंक, एम. आई. रोड,
जयपुर।

—प्रार्थी यूनियन

बनाम

यूको बैंक मार्फत अंचल प्रबंधक, अंचल कार्यालय
(वर्तमान में सहायक महाप्रबंधक, क्षेत्रीय कार्यालय)
ए-30 बी, शास्त्रीनगर, जयपुर।

2. सुभाष चन्द्र शर्मा, लिपिक (वर्तमान में सीटीओ के पद पर
कार्यरत) यूको बैंक, जौहरी बाजार शाखा, जयपुर।

—अप्रार्थीगण

उपस्थित :—

प्रार्थी यूनियन की ओर से
अप्रार्थीगण की ओर से
पंचाट दिनांक

श्री एस. सी. कुलश्रेष्ठ
श्री सुरेन्द्र सिंह
24-1-2002

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम कहा गया है) की धारा 10 की उपधारा 1 के खण्ड-घ

के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the management of UCO Bank is justified in selecting Shri Subhash Sharma working as Computer Terminal Operator when he was a clerk and not ALPM Operator in Johari Bazar Branch, Jaipur and ignoring the common seniority in selection of CTO to Shri Sudhir Minglani? If not to what relief the affected workman is entitled?”

यूको बैंक एम्पलाइज एसोसिएशन (जिसे बाद में एसोसिएशन कहा गया है) की ओर से प्रान्तीय सचिव के द्वारा यह उल्लेख करते हुए क्लेम (संशोधित) प्रस्तुत किया गया कि एसोसिएशन रजिस्टर्ड संस्था है, जिसकी रजिस्ट्रेशन संख्या 795 है जो राजस्थान प्रांत में यूको बैंक (जिसे बाद में बैंक कहा गया है) की विभिन्न शाखाओं में कार्यरत तृतीय व चतुर्थ श्रेणी कर्मचारियों का प्रतिनिधित्व करती है। एसोसिएशन की ऑल इण्डिया बाडी बैंक से मान्यता प्राप्त संगठन है। केन्द्रीय स्तर पर एसोसिएशन की ऑल इण्डिया बाडी व प्रान्तीय स्तर पर एसोसिएशन समय-समय पर अपने सदस्यों की ओर से उनकी सेवा शर्तों सम्बन्धी मसलों पर द्विपक्षीय वार्ता करती है व आई. आर. एम. के जरिए समझौता करती है। बैंक व एसोसिएशन के आल इण्डिया संगठन तथा अन्य संगठनों के मध्य दिनांक 13-4-88 को पदोन्नति नीति समझौता सम्पन्न हुआ था। इसी तरह बैंक व एसोसिएशन व अन्य एसोसिएशन के मध्य कम्प्यूटर नीति समझौता दिनांक 29-10-93 को सम्पन्न हुआ था। उक्त दोनों समझौते बैंक के सभी कर्मचारियों पर समान रूप से लागू हैं। पदोन्नति समझौता 1988 के प्रावधान संख्या 5.6.1 के अनुसार सभी विशेष भत्ता पद व मशीनों पर कार्य करने हेतु कर्मचारियों का चयन का एकमात्र आधार “वरिष्ठता” है। कम्प्यूटर नीति समझौता 1993 के संबंध में बैंक द्वारा जारी प्रधान कार्यालय के परिपत्र दिनांक 18-1-94 में भी पदोन्नति नीति समझौता को ही कम्प्यूटर पर कार्य करने के लिए कर्मचारियों का चयन करने का आधार माना गया है। बैंक ने अपनी जौहरी बाजार, जयपुर शाखा में कम्प्यूटर टर्मिनल ऑपरेटर (सी. टी. ओ.) के पद पर पदोन्नति हेतु अधिसूचना दिनांक 21-7-97 को जारी की, जिसके लिए विभिन्न कर्मचारियों ने आवेदन किया। बैंक ने पदोन्नति नीति समझौता, 1988 व कम्प्यूटर समझौता, 1993 का उल्लेख करते हुए सुभाष चन्द्र शर्मा अप्रार्थी संख्या-2 का चयन सी. टी. ओ. के पद पर कर लिया जबकि सुभाष चन्द्र शर्मा कनिष्ठ कर्मचारी था और वरिष्ठता सूची अप्रैल, 97 के अनुसार सुधीर मिगलानी जो सुभाष चन्द्र शर्मा सहित सबसे वरिष्ठ थे तथा सी. टी. ओ. के पद पर पदोन्नति हेतु पूर्णतः पात्र भी थे का चयन बैंक ने जानबूझकर मनमाने ढंग से व भेदभाव पूर्ण नीति अपनाते हुए नहीं किया। सुभाष चन्द्र शर्मा की नियुक्ति बैंक की

जौहरी बाजार शाखा में ए. एल. पी. एम. ओ. के पद पर कभी नहीं की गई। आदेश संख्या 12-9-95 के क्रम में जौहरी बाजार शाखा से अप्रार्थी संख्या-2 ने सामान्य क्लर्क के पद से कार्यमुक्त होने के बाद एन. ई. आई. शाखा में ए. एल. पी. एम. ओ. के पद पर दिनांक 16-8-97 को कार्य ग्रहण किया। उसे सी. टी. ओ. के पद पर चयन के संबंध में मात्र 21 दिन का ए. एल. पी. एम. ओ. के कार्य का अनुभव था जबकि सुधीर मिगलानी को उक्त पद पर कार्य करने का अधिक अनुभव था। प्रार्थना की गई सुधीर मिगलानी की सितम्बर, 97 से सी. टी. ओ. के पद पर पदोन्नति की जावे व उक्त दिनांक से उसे सी. टी. ओ. भत्ता व अन्य समस्त परिलाभ व्याज सहित दिलाए जाए। समझौता का जानबूझकर उल्लंघन करने के कारण बैंक के दोषी अधिकारियों को दण्डित किया जाए। सुभाष चन्द्र शर्मा को अनुचित लाभ प्रदान करने हेतु बैंक द्वारा 10468.06 का जो भुगतान किया गया है वापिस लिया जाए व सुभाष चन्द्र शर्मा का सी. टी. ओ. के पद पर चयन रद्द किया जाए।

अप्रार्थी की ओर से जवाब में समझौता दिनांक 13-4-88 व 29-10-93 होना स्वीकार किया गया। सी. टी. ओ. के पद पर पदोन्नति हेतु अधिसूचना दिनांक 21-7-97 को जारी होना भी स्वीकार किया गया। पदोन्नति समझौता, 1988 व कम्प्यूटर नीति समझौता, 1993 के प्रावधानों का उल्लंघन नहीं करने का उल्लेख किया। सुभाष चन्द्र शर्मा का चयन सी. टी. ओ. के पद पर बैंक के द्वारा जारी परिपत्र व नियमों के अनुसार किया जाना बताया। यह भी उल्लेख किया गया कि सुभाष चन्द्र शर्मा का चयन वर्ष 1995 में एल. पी. एम. ओ. के पद पर किया गया था। वह बैंक की जौहरी बाजार शाखा में कार्य कर रहा था। उसे बैंक की एन. ई. आई. शाखा में ए. एल. पी. एम. ओ. ऑपरेटर के पद पर पदस्थापन किया गया किन्तु सुभाष चन्द्र शर्मा को बैंक के हित में कार्यमुक्त नहीं किया गया। बैंक के परिपत्र के अनुसार एन. ई. आई. शाखा से उसके स्थान पर अन्य कर्मचारी जे. आर. जाखड को जौहरी बाजार शाखा में स्थानांतरण द्वारा पदस्थापन किया गया था। सुभाष चन्द्र शर्मा ने बैंक की जौहरी बाजार शाखा में कम्प्यूटरकरण का कार्य तथा ए. एल. पी. एम. ओ. का कार्य किया था व सी. टी. ओ. के पद पर पदोन्नति हेतु पात्र था जबकि सुधीर मिगलानी दिनांक 21-7-97 को यूको बैंक में ए. एल. पी. एम. ओ. के पद पर नहीं था। सुधीर मिगलानी ए. एल. पी. एम. ओ. के पद पर आदेश दिनांक 12-9-95 के द्वारा लगाया गया था किन्तु उसने उस पद को स्वीकार नहीं कर अपने मूल पद टेलिक्स ऑपरेटर पर ही पदस्थापन चाहा व उसकी इच्छा पर उसको टेलिक्स ऑपरेटर के पद पर पदस्थापन कर दिया व इस कारण उसका अधिकार ए. एल. पी. एम. ओ. के पद पर नहीं रहा। इस प्रकार सुधीर मिगलानी सुभाष चन्द्र शर्मा से ए. एल. पी. एम. ओ. की श्रेणी में वरिष्ठ नहीं रहा। सुधीर मिगलानी सामान्य कर्मचारी की ही श्रेणी में ही वरिष्ठ हो सकता है न कि

ए.एल.पी.एम.ओ. की श्रेणी में। सुभाष चन्द्र शर्मा को ए.एल.पी.एम.ओ. ऑपरेटर के पद पर कार्य करने की एवज में भत्ता दिया गया है। सुभाष चन्द्र शर्मा प्रकरण में आवश्यक पक्षकार है।

यूनियन की ओर से जवाब का प्रत्युत्तर प्रस्तुत किया गया जिसमें क्लेम में वर्णित तथ्यों को दोहराया गया।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :—

- (1) आया अप्रार्थी ने सुभाष चन्द्र शर्मा का सी.टी.ओ. के पद पर चयन कर व सुधीर मिगलानी को उक्त पद पर चयनित हेतु नजर अन्दाज कर पदोन्नति नीति समझौता, 1988 एवं कम्प्यूटर नीति समझौता 1993 का उल्लंघन किया है।
- (2) सुभाष चन्द्र शर्मा वर्तमान प्रकरण में आवश्यक पक्षकार है।
- (3) प्रार्थी किम सहायता को प्राप्त करने का अधिकारी है।

यूनियन की ओर साक्ष्य में सुधीर मिगलानी व रामगोपाल गुप्ता के शपथ पत्र प्रस्तुत किए गए जिन पर प्रतिपरीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रतिलिपि समझौता जापन दिनांक 13-4-88 प्रदर्श 1, प्रतिलिपि बैंक के परिपत्र दिनांक 18-1-94 प्रदर्श डब्ल्यू 2, वरिष्ठता सूची प्रदर्श डब्ल्यू 3, प्रतिलिपि पत्र दिनांक 30-11-95 प्रदर्श डब्ल्यू 4, प्रतिलिपि पत्र दिनांक 7-8-97 प्रदर्श डब्ल्यू-5, प्रतिलिपि परिपत्र दिनांक 13-8-97 प्रदर्श डब्ल्यू-6 प्रस्तुत किए। अप्रार्थी की ओर से के.के. मोदी पूर्व उप मुख्य अधिकारी बैंक एवं सुभाष चन्द्र शर्मा के शपथ पत्र प्रस्तुत किए गए जिन पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रतिलिपि पदस्थापन आदेश दिनांक 12-9-95 प्रदर्श एम-1, प्रतिलिपि पत्र दिनांक 30-11-95 प्रदर्श एम-2, प्रतिलिपि पत्र दिनांक 6-10-97 प्रदर्श एम 3 एवं प्रतिलिपि पत्र दिनांक 24-7-98 प्रदर्श एम 4, प्रतिलिपि पत्र दिनांक 12-2-99 प्रदर्श एम-5 एवं प्रतिलिपि चयन आदेश दिनांक 27-3-99 प्रदर्श एम 6 प्रस्तुत किए गए।

बहस सुनी गई एवं पत्रावली का अवलोकन किया गया।

बिन्दु संख्या.—1 जापन समझौता दिनांक 13-4-88 के प्रावधान 5.6.1 निम्न प्रकार है :—

5.6.1 "Functional Special Allowance posts in the clerical cadre viz. Special Assistant, Head Cashier category 'E' Assistant Head Cashier, Teller, Cashier-in-Charge, Stenographer, Operators of Machines of all types for which Special Allowance is provided under the Bipartite Settlement shall be filled up by open notification on the basis of region wise common seniority (region defined hereafter) subject to fulfillment of the conditions provided Employees working in both Cash and

Accounts Departments shall be eligible for all the posts mentioned above. However, employees who do not accept work in both Cash and Accounts Departments in terms of Para 1.3 above shall be eligible for functional allowance posts in their respective departments only".

बैंक के परिपत्र दिनांक 18-1-94 जो समझौता दिनांक 29-10-93 इस संदर्भ में जारी किया गया है जिसमें कम्प्यूटर पर कार्य करने हेतु चयन के संबंध में समझौता प्रदर्श 2 में निम्न प्रावधान है :—

"For positions carrying computer related allowance selection will be made from amongst the clerical cadres staff as per the existing or future policy/settlements in our bank which shall include passing of an aptitude test. The management will provide training facilities as deemed necessary."

इस बारे में कोई विवाद नहीं है कि अप्रार्थी संख्या 2 सुभाष चन्द्र शर्मा सुधीर मिगलानी क्लर्क कैडर में कनिष्ठ था। अधिसूचना दिनांक 21-7-97 के खण्ड संख्या 2 में उक्त पद पर चयन का आधार खण्ड संख्या 2.1 में उल्लेख किया गया है, जो निम्न प्रकार है :—

2.1 "Existing permanent ALPM Operator in the Jaipur Centre shall have preference for selection to the post of CTO's".

अप्रार्थी की ओर से यह तर्क दिया गया है कि सुभाष चन्द्र शर्मा का सी.टी.ओ. के पद पर चयन का आधार उसका ए.एल.पी.एम.ओ. के पद पर पदस्थापन था। सुभाष चन्द्र शर्मा का ए.एल.पी.एम.ओ. ऑपरेटर के पद पर चयन बैंक के आदेश दिनांक 12-9-95 प्रदर्श एम 1 द्वारा किया गया था, जिसका सुसंगत भाग निम्न प्रकार है :—

"Re : Selection for the post of ALP Operator at our NEI Jaipur Branch

With reference to your application dated 25-1-95 sent in response to our Notification dated 16-1-95 and subsequent training which you have successfully completed, you are hereby posted as ALPM Operator at NEI Jaipur Branch on the following terms and conditions :—

1. Your posting in the said capacity shall be effective from 15-9-95 subject to your reporting at the above Branch.
2. Your selection to the said post shall be subject to the disqualification mentioned in paras 3.5 and 3.5.4 in part-II of the promotion policy settlement dated 13-4-1988.
3. Your selection to the said post shall be on the basis of probation as per provisions of paras 5.3 and 5.4 of the promotion policy settlement referred to above."

शर्त संख्या-1 के अनुसार सुभाष चन्द्र शर्मा का ए.एल.पी.एम.ओ. के पद पर पदस्थापन बैंक की एन.ई.आई. शाखा में उपस्थिति देने पर ही प्रभाव में आता था व उसका चयन समझौता दिनांक 13-4-88 के प्रावधान संख्या 5.3 के अनुसार 6 माह की परिवीक्षा पर किया गया था। यह विवादित नहीं है कि सुभाष चन्द्र शर्मा ने एन.ई.आई. शाखा में 16-8-97 में पूर्व ए.एल.पी.एम.ओ. का कार्य ग्रहण नहीं किया था। विपक्षी के माक्षी के.के.मोदी का कथन है कि सुभाष चन्द्र शर्मा को ए.एल.पी.एम.ओ. के पद पर एन.ई.आई. शाखा में कार्य ग्रहण करने हेतु बैंक हित में कार्यमुक्त नहीं किया गया क्योंकि एन.ई.आई. शाखा से उसके स्थान पर जे.आर.जाखड को जौहरी बाजार शाखा में स्थानांतरित किया गया था, जिसने जौहरी बाजार शाखा में कार्य ग्रहण नहीं किया था, उसका चयन है कि सुभाष चन्द्र शर्मा ने ए.एल.पी.एम.ओ. के पद पर कार्य किया था। सुभाष चन्द्र शर्मा का कथन है कि उसने ए.एल.पी.एम.ओ. के पद पर मौखिक आदेश से कार्य किया। सुभाष चन्द्र शर्मा की नियुक्ति चयन आदेश के अनुसार 6 माह की परिवीक्षा पर एन.ई.आई. शाखा में उपस्थिति देने पर प्रभाव में आती थी जो दिनांक 16-8-97 को प्रभाव में आई। इससे पूर्व यदि उसने मौखिक आदेश से ए.एल.पी.एम.ओ. के पद पर कार्य किया तो भी सी.टी.ओ. के पद पर चयन हेतु कोई आधार नहीं बनता। यह भी उल्लेखनीय है कि अधिसूचना दिनांक 21-7-97 के अनुसार स्थाई ए.एल.पी.एम.ओ. ऑपरेटर को ही सी.टी.ओ. के पद पर चयन हेतु वरीयता देने का प्रावधान है। दिनांक 6-9-97 को उसका चयन सी.टी.ओ. के पद पर किया गया। उस दिन वह ए.एल.पी.एम.ओ. के पद पर स्थाई था ही नहीं अतः उसका चयन अधिसूचना दिनांक 21-7-97 की शर्त संख्या 2 के अनुसार होना नहीं पाया जाता। बैंक हित में यदि सुभाष चन्द्र शर्मा का एन.ई.आई. शाखा में पदस्थापन करना संभव नहीं था तो ए.एल.पी.एम.ओ. का कार्य बैंक की जौहरी बाजार शाखा में होते हुए उसे जौहरी बाजार ए.एल.पी.एम.ओ. के पद पर पदस्थापित किया जा सकता था जो नहीं किया गया। अप्रार्थी के विद्वान अधिवक्ता ने तर्क दिया है कि सुधीर मिगलानी जिसे ए.एल.पी.एम.ओ. के पद पर आदेश दिनांक 12-9-95 के द्वारा चयनित किया गया था व उसने उक्त पद पर न रहने का आवेदन किया जिस कारण आदेश प्रदर्श एम-2 के द्वारा टेनेक्स ऑपरेटर पर पदावत कर दिया गया अतः उसका सी.टी.ओ. के पद पर चयन हेतु कोई आधार नहीं बनता। आदेश दिनांक 30-11-95 प्रदर्श एम-2 में स्पष्ट उल्लेख है कि 1 वर्ष की अवधि के पश्चात् वह ए.एल.पी.एम.ओ. के पद पर चयनित होने योग्य हो जाएगा। इस प्रकार दिनांक 30-11-96 के पश्चात् वह ए.एल.पी.एम.ओ. के पद पर चयन हेतु योग्य हो गया व लिपिकीय संदर्भ में वह सुभाष चन्द्र शर्मा से वरिष्ठ रहा। इस प्रकार सुभाष चन्द्र शर्मा का सी.टी.ओ. के पद पर चयन वरिष्ठता का उल्लंघन किए जाने के कारण

पदोन्नति समझौता 1988 व कम्प्यूटर समझौता दिनांक 1993 का उल्लंघन कर किया जाना प्रमाणित है।

बिन्दु संख्या 2 :— सुभाष चन्द्र शर्मा को अप्रार्थी संख्या-2 संशोधित क्लेम के अनुसार पक्षकार बनाया गया है अतः इस विवाद बिन्दु का कोई महत्व नहीं रहता।

बिन्दु संख्या 3 :— सुभाष चन्द्र शर्मा का चयन सी.टी.ओ. के पद पर अनुचित पाया जाता है। यह विवादित नहीं है कि सुभाष चन्द्र शर्मा भी बैंक में सी.टी.ओ. के पद पर कार्यरत है व सुधीर मिगलानी का चयन भी सी.टी.ओ. के पद पर आदेश दिनांक 27-3-99 प्रदर्श एम-6 के द्वारा हो चुका है व सी.टी.ओ. के पद से भी उसकी पदोन्नति हो चुकी है। इन प्रकार उक्त परिस्थितियों में सुधीर मिगलानी को बतौर क्षतिपूर्ति के 5,000 रुपये अप्रार्थी से दिले जाने के आदेश दिया जाता है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./- अग्रणीय
पीठासीन अधिकारी

नई दिल्ली, 11 मार्च, 2002

का.आ. 1165:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 477/2001) का प्रकाशित करती है, जो केन्द्रीय सरकार को 08-3-2002 को प्राप्त हुआ था।

[सं. एल-12012/170/97-आई.आर. (बी-II)]

सी. गंगाधरन, अवसर सचिव

New Delhi, the 11th March, 2002

S.O. 1165.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 477/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 08-03-2002.

[No. L-12012/170/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 5th March, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 477/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 19/98)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section

10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Natarajan and the Management of the Manager, Bank of India.)

BETWEEN

Sri K. Natarajan. I Party/Workman

AND

The Manager, II Party/Management
Bank of India,
Areyapalayam Branch.

APPEARANCE :

For the Workman : M/s. Row & Reddy, Sri S. Vaidyanathan and W. T. Prabahar, Advocates.

For the Management : M/s. S. Ramasubramaniam & Associates, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12012/170/97-IR(B-II) dated 13-01-1998.

2. This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 19/98. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, the case has been taken on file as I.D. No. 477/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-03-2001 with their respective parties and to prosecute this case further.

3. When the matter came up before me for final hearing on 05-02-2002, upon perusing the Claim Statement, Counter Statement, reply statement, the other material papers on record, the oral evidence let in on either side and documentary evidence let in on the side of the I Party/Workman, the written arguments filed by the learned counsel for the I Party/Workman and after hearing the arguments advanced by the learned counsel for the II Party/Management, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Bank of India in terminating the services of Sri K. Natarajan of Areyapalayam Branch w.e.f. 8-6-94 is justified or not ? If not, to what relief the workman is entitled ?”

4. The brief facts of this industrial dispute raised by the I Party/Workman, (hereinafter refers to as Petitioner) as stated in his Claim Statement are as follows :—

The Petitioner joined the services of the II Party/Bank of India Management (hereinafter refers to as Respondent) on 27-3-91 as casual sub staff on payment of Rs. 40 per day as daily wage. During March, 1991 to May, 1993 the Petitioner had worked in Areyapalayam Branch continuously and one Sri T. K. Krishnamurthy was the Manager of that Branch at that time. The payment of wages made to the Petitioner entered in a passbook maintained for that purpose. All of a sudden, from 8-6-94 the Petitioner was orally informed that his services were no longer required. During the period between 27-3-91 and June, 1992, the Petitioner had put in more than 300 days of work continuously. The Petitioner issued a legal notice on 27-5-94 to the Respondent/Management and since no reply was received, he raised a dispute before the Deputy Labour Commissioner, Salem. That petition was returned directing the Petitioner to approach the Regional Labour Commissioner (Central). Accordingly, the Petitioner approach-

ed the Regional Labour Commissioner (Central), Chennai, who in turn directed the Petitioner to approach Assistant Labour Commissioner (Central) at Coimbatore. Before that Assistant Labour Commissioner, the Petitioner sought termination of his service by the Respondent/Management, as a violation of statutory provisions. The Respondent opposed the claim of the Petitioner. As the conciliation ended in a failure, the present dispute has been referred by the Government to this Tribunal for adjudication. Between 1-4-91 to 31-6-92 in a block of about 16 months, the Petitioner had worked for more than 300 days. From 1-4-91 to 31-3-92 in a block of 12 months, the Petitioner had worked for 296 days without any interruption. Those 296 days are not inclusive of Sundays and Holidays. Thus, the Petitioner had acquired status under the provisions of Industrial Disputes Act, 1947 and any termination contrary to the provisions of that Act would be void ab initio. The termination of the services of the Petitioner amounts to retrenchment under Section 2(oo) of the Act. The Respondent had not complied with the conditions laid down under Section 25F. Hence, the termination of the Petitioner from service is contrary to the statutory mandatory provisions. So, the Petitioner is entitled to be reinstated in service with all consequential benefits. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the non-employment of the Petitioner is not justified and direct the Respondent to restore the Petitioner to duty with all attendant benefits.

5. The II Party/Management, Bank of India in their Counter Statement has denied the claim of the Petitioner made in his Claim Statement. The averments in the Counter Statement of the Respondent/Management are briefly as follows :—

The Respondent used to take the services of the casual workmen whenever required depending upon the exigencies. The casual employees are under no obligation to report for work everyday nor is there any obligation or compulsion for the Management to take these employees everyday for work. Depending upon the need for particular number of casual employees, the Respondent takes casual employees for the day in question, depending upon the availability. In this capacity, the Management utilised the services of the Petitioner purely on casual basis whenever the Petitioner made himself available for the same. Being a casual employees, the Petitioner has no legal right for employment and his casual services came to an end at the close of the work on each day. Therefore, this is not a case of non-employment or termination of services by the Management. The Respondent did not appoint the Petitioner for any particular job at any point of time. The Petitioner was taken only as a casual based on day to day requirements. Therefore, there was no need for the Respondent to engage the Petitioner continuously. The Petitioner has to prove that he worked continuously for more than 300 days between 27-3-91 to June, 1992. The Petitioner was paid for the work done on day to day basis as and when he reported for work and he was not paid any money for the days he did not report for work. The Petitioner cannot claim for permanency in employment to the Respondent/Management. The Petitioner on his own volition stopped offering his casual services. In such circumstances, the question of violation of Section 25F or 2(oo) does not arise. The Petitioner was never terminated from service by the Respondent at any point of time and therefore, the question of violation of Section 25F or 2(oo) does not arise. Any permanent vacancy can be filled up through Employment Exchange only. Hence, the question of reinstating the Petitioner in Respondent Bank is a bad precedent and violation of Rules and Regulations of the Bank. As it is held by the Apex Court, the casuals cannot be reinstated by backdoor method and hence, the question of reinstating the Petitioner does not arise. If at all the Petitioner is entitled to any relief it should not be the relief of reinstatement. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

6. The Petitioner has filed a reply statement for the Counter Statement filed by the Respondent. The averments in the reply statement are briefly as follows :—

The Petitioner has served continuously for 480 days in a period of 24 calendar months, as such, he is deemed to have attained permanent status. The work performed by the Petitioner in the Respondent/Bank Branch is perennial in nature and the post of sub-staff held by the Petitioner under the nomenclature of casual employee is a sanctioned post. The

Branch Manager maintained a separate register to note down the number of days the Petitioner was engaged and counter-signed the same in order to get the payment. The Petitioner had called for certain documents from the Management which are exclusively with the Management. Since the Petitioner is a class IV employee doing the office work, sponsorship through the Employment Exchange is not necessary. The Petitioner denies that his entry is a backdoor entry. The recruitment through Employment Exchange is not mandatory. When it is admitted by the Respondent in their Counter Statement that the Petitioner was engaged on temporary basis, the action of the Management of Respondent/Bank in denying employment without any rhyme or reason is nothing sort of victimisation and unfair labour practice. As per the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to workmen) Act, 1981, the Petitioner is deemed to have attained permanent status and the action of the Management in terminating his services is illegal. The Respondent/Bank is governed by the Banking Regulations Act, 1949. Section 2 of this Act, clearly says that the provisions of Banking Regulation Act shall be in addition and not in derogation of any other law. The bank is governed by Sastri Award, Desai Award and Bipartite Settlement. After discharging the Petitioner, the Management has recruited new casuals in his place. This is an utter violation of Section 25G and 25H of Industrial Disputes Act, 1947 and Rules 77 and 78 of Central Rules, 1957. By a notification under Section 9 of Tamil Nadu Industrial Establishment (Conferment of permanent status to workmen) Act, 1981, the Southern Railway is exempted from the provisions of that Act. Like that, no notification has been issued exempting banks from the provisions of that 1981 Act. So that Act will apply to the banks as an establishment in Tamil Nadu. The preamble and Sections 1(2) and 1(3) of the 1981 Act, make it very clear that the said act will apply to all establishments in Tamil Nadu whether State or Central. Any Circular regarding procedure for recruitment cannot hold good as an Act supersedes administrative circulars. Administrative instructions, circulars cannot have overriding effect on a Statute. Section 3 of the Conferment Act for permanency states that 'notwithstanding anything contained in any law for the time being in force, every workman who is in continuous service for a period of 480 days in a period of 24 calendar months in an industrial establishment shall be made permanent.' While computing 480 days of continuous service, the Respondent/Workman have included the Sundays and Holidays as the Respondent/Bank is required to be closed statutorily under the provisions of Section 25 of Negotiable Instruments Act. Therefore, the action of the Management of Bank of India in terminating the services of the Petitioner w.e.f. 8-6-1994 is not justified. Hence, the Respondent/Bank may be directed to reinstate the Petitioner in service w.e.f. 8-6-1994 with back wages, continuity of service and other attendant benefits.

7. When the matter was taken up for enquiry, one witness on either side has been examined as WW1 and MW1 respectively and four documents have been marked on the side of the I Party as Ex. W1 to W4. The learned counsel on either side have advanced their respective arguments.

8. The Point for my consideration is—

"Whether the action of the Management of Bank of India in terminating the services of Sri K. Natarajan of Areyapalayam Branch w.e.f. 8-6-94 is justified or not? If not, to what relief the workman is entitled?"

Point :—

The Petitioner has stated in his Claim Statement that he was appointed as a casual sub staff by the Respondent/Bank and he was attending the office work and assisting the bank staff in their day to day work, for that he was paid Rs. 40 as daily wages. In the Counter of the Respondent/Bank, it is alleged that the Petitioner was not appointed by the Respondent/Bank for any particular job at any point of time, but had admitted that the Petitioner was taken only as a casual based on day to day requirements and the Petitioner was paid for the work done on day to day basis, that being a casual employee, the Petitioner has no legal right for employment and his casual services came to an end at the close of the work on each day. Therefore, this is not a case of non-employment or termination of services by the Management. From this, it is seen that it is not disputed that the Petitioner was employed as a casual sub-staff on payment of Rs. 40 per day as daily wages. The Petitioner as WW1 has

deposed that ever since the opening of the Respondent/Bank Branch at Areyapalayam, he was employed as a temporary casual sub staff and was doing the work of Peon in the office by attending office work, stitching vouchers and doing the work of cleaning furniture of the bank. It is also his evidence that when he was working there one Mr. T. K. Krishnamurthy was the Manager of that branch and at the inception he was given Rs. 20 as daily wage and he used to received his wages on daily rated basis once in a week and for the wages paid to him, vouchers used to be prepared in the bank and in October, 1991 his daily rate of Rs. 20 as wages was increased to Rs. 40 and he was continuously working for 15 months from 27-3-1991. It is also his evidence that the wages paid to him daily was regularly noted down by the Manager of the Bank in a separate book kept by him and that document will show the days on which he worked in the bank branch as temporary casual sub staff on daily rate basis and he was stopped from service by the Manager Sri S. Krishnamurthy on 8-6-94 and that subsequent to his non-employment, as a temporary casual sub staff, one Mr. Lakshmanan is doing the work as part-time sweeper and he was not given any compensation subsequent to the stoppage from work. The then Manager Sri T. K. Krishnamurthy has been examined as MW1. It is his evidence that when the Respondent/Bank Branch at Areyapalayam, Satyamangalam Taluk, Erode Dist. was opened, he joined as a Branch Manager of the bank and apart from a lady engaged as a casual labourer for cleaning the office premises and to provide water, he engaged three more people as Casual Labourers on rotation basis to attend to the day to day miscellaneous work in the bank branch and to assist staff in the bank in day to day work and one among them is the Petitioner Sri K. Natarajan. All these three Casual Labourers did the work on rotation basis from the date of opening of the branch, till the permanent staff was posted to the branch in July, 1992. Except the evidence of MW1, there is no record filed on the side of the management that the Petitioner as one among the three casuals, who was engaged by MW1 on rotation basis. It is also not pleaded in the Counter Statement of the Respondent/Bank. It is the admission of MW1 that the Petitioner was initially engaged on daily wages of Rs. 20 and subsequently, it was increased to Rs. 40 per day and he used to pay him the daily wages from his pocket and later he used to get it reimbursed. This is also not pleaded in the Counter Statement. In the cross examination, MW1 has admitted that he used to initial his signature in the pass book entries and current account ledgers and he used to maintain a book for coolie charges paid by him to the daily wages Casual Labourers for getting reimbursed from the bank and he used to initial it for entries made for the payment daily. One such rough book he maintained for the payment of wages made daily is kept in the bank. The xerox copy of one such rough book, produced by the Petitioner is Ex. W2. It is his admission that on 29-1-92 requesting him to give him advice for getting a post of Daftry/Sepoy for that branch, instead of engaging a person daily on coolie basis. The xerox copy of that letter is Ex. W4. Though MW1 has deposed in cross examination that apart from the Petitioner he engaged two other persons by name Sri Muthu and Sri Rangan, it is his admission that apart from maintaining the daily rough book for the payment of wages to the coolies for getting them reimbursed from the Management, he has not maintained any other document in the branch. In Ex. W2 it is not mentioned that three persons were employed as casual labourers and one among them is the Petitioner. No name of the casual labourer is mentioned in that note book Ex. W2 for the daily wages paid. Though it is admitted by MW1 in his evidence that the records for payment of wages to the casual labourers is kept in the bank branch, no document to that effect has been filed into Court to establish the version of MW1. In Ex. W4, communication, MW1 has stated that there was only one subordinate staff as part-time Sweeper. It is the admission of MW1 that permanent sub-staff was posted only in July, 1992. From the entries available in Ex. W2, it is seen that it is a proof for number of days the Petitioner had worked in the bank as a casual sub staff on payment of daily wages. In Ex. W3 circular, the Bank of India, Zonal Office had instructed the Manager not to engage any casual sub-staff for more than 240 days. It is the plea of the Petitioner in his reply statement and his evidence as WW1 that subsequent to his non-employment as a temporary casual sub-staff of the Respondent/Bank, one Mr. Lakshmanan is doing the work as part-time sweeper. Nothing has been elicited in the cross examination of MW1 to disprove this fact. From these oral and documentary evidence, it is seen that the Petitioner was engaged by the Respondent/Bank

as a Casual Labourer to do the work of sub-staff in the bank branch and he was paid daily wages for the same and he was continuously working for a substantial period, till he was non-employed.

9. It is the plea and evidence of the Petitioner that the statutory obligation of Respondent/Bank Management to comply with the provisions under Section 25F of the Industrial Disputes Act, 1947 has been violated. Therefore, the Petitioner is entitled to be reinstated with all consequential benefits. But the Respondent would contend in their Counter Statement that the Petitioner on his own volition stopped offering his casual services and in such circumstances, the question of violation of Section 25F or 2(oo) does not arise. It is the further contention of the Respondent/Management in the Counter Statement and the Petitioner was never terminated by the Respondent at any point of time and therefore, the question of violation of Section 25F or 2(oo) does not arise. The Supreme Court in a case reported as 1996 5 SCC 419 between Central Bank of India and S. Satyam and others has observed that "Section 25F of Industrial Disputes Act prescribes the conditions precedent to retrenchment of workmen, it applies only to retrenchment of a workman employed in an industry who has been in continuous service for not less than one year. Section 25B defines continuous service for the purpose of this Chapter and it says inter-alia that a workman shall be deemed to be in continuous service under an employer for the period of one year, if the workman during the period of 12 calendar months preceding the date with reference to which the calculation is to be made as actually worked under an employer for not less than 240 days. In other words, the expression 'continuous service' for not less than one year under Section 25F has to be so construed by virtue of Section 25B. The benefit of applicability of Section 25F can, therefore, be claimed by a workman only if he has been in a continuous service for not less than one year as defined in Section 25B." From the entries made in Ex. W2 for the daily wages paid to the Petitioner as casual employee of the Respondent/Bank, it is seen that he has not worked for 120 days continuously in the 12th months period immediately preceding to the date of his non-employment. From the evidence both oral and documentary available in this case, it is seen that the Petitioner has not satisfied the requirements for availing the benefits under Section 25F of the Act. Hence, the contention of the Petitioner that the Respondent/Bank by not issuing notice, and by not making any payment of compensation to him prior to his non-employment on 8-6-94 is a violation of Section 25F of the Industrial Disputes Act, 1947 is incorrect. The learned counsel for the Respondent quoting a decision of the Supreme Court of India reported as 1998 11 LLJ 15 Himanshu Kumar Vidyarthi and others Vs. State of Bihar & others has argued that the Petitioner cannot claim the benefit under Section 25F of the Act stating that the provision of law has been violated by the Respondent/Management, since the Respondent Management before terminating his services has not given any notice or notice pay or retrenchment compensation. He would further contend that as per the decision of the Supreme Court in that case, the Petitioner cannot be said to have been retrenched within the meaning of Section 25F of the Industrial Disputes Act, 1947. The Petitioner was appointed as a casual sub staff in the Respondent/Bank temporarily for working on daily wages. Under such circumstances, the disengagement from service cannot be construed to be a retrenchment under Industrial Disputes Act, 1947. As it is held by the Supreme Court in that case the concept of retrenchment, therefore, cannot be stretched to such an extent to cover this casual sub-staff. The Petitioner is only a daily wage employee and has no right to the post and that the disengagement is not arbitrary. The decision of the Supreme Court of the cited case is not applicable to the present facts of this case because, to the post to which the Petitioner was engaged as casual sub-staff is a permanently sanctioned post of the bank, as it is seen from Ex. W3 by which a request has been made by MW1 to the bank management. As it is stated in the Claim Statement of the Petitioner, the requirement of the service as Class IV in that bank branch is permanently available, whereas in the cited Supreme Court case, it was an engagement of temporary in nature and the concerned employees were engaged, till the necessity for their engagement was available there.

10. As contended by the learned counsel for the Respondent that non-employment will arise only when an employer refused to give work to a person, who is entitled to work, as it is held by the High Court of Madras in a case decided between

Crompton Engineering (Madras) Pvt. Ltd. Vs. Additional Labour Court, Madras & others. It is the contention of the Respondent in their Counter Statement that the Petitioner alone had stopped coming to work as casual employee to the bank, as and when he comes and offered for work, the wages were paid to him on daily rated basis and he will not be paid wages for the days he has not turned up for work and he would further contend that as it is held in the above cited case decided by the Madras High Court that 'there is no principle or provision of law entitling a casual workman to reinstatement simply because he was so employed on more than one occasion or he so worked for a long period of time. Therefore, such an employee is not entitled to reinstatement, even if he had been so employed for a long time.' But the Hon'ble High Court has held in the same case that "a worker who was employed for a specific period or a specific work, and whose employment automatically came to an end on the expiry of the period or completion of the work is not entitled to reinstatement simply because he was so employed on more than one such occasion and so he worked in that manner for a long period." So, that decision is not applicable to the present facts of this case because the Petitioner was admittedly employed as a casual sub-staff in a permanent post of Class IV Peon sanctioned to the Respondent/Bank Branch. The other authorities cited by the learned counsel for the Respondent/Management are not applicable to the facts of this present case.

11. It is contended on the side of the Respondent by the learned counsel for the Respondent that the Petitioner had produced a certificate for his educational qualification as Ex. W1. From the particulars, it is seen that he had studied in the concerned school from VII standard to IX standard. The date of birth mentioned in Column 7 of that certificate is 8-9-65. That is so, it is not possible for the Petitioner to be in VIII standard at his age of 10. On the basis of Ex. W1, it cannot be said that he possessed educational qualification of VIII standard. On the basis of Ex. W1, it cannot be considered that he has got requisite qualification to be posted as Class IV in the Respondent/Bank branch by way of reinstatement as per the request of the Petitioner herein. This contention of the learned counsel for the Respondent/Bank cannot be accepted as correct, in view of the decision of the Supreme Court of India in a case reported as 1990 1 LLJ SC 320 between BHAGWATI PRASAD and DELHI STATE MINERAL DEVELOPMENT CORPORATION, it is held in that case "once the appointments were made as daily rated workers and they were allowed to work for a considerable length of time, it would be hard and harsh to deny them the confirmation in the respective posts on the ground that they lack the prescribed educational qualifications." In view of this decision of the Supreme Court, it cannot be said that the Petitioner is not eligible to be employed in the Class IV post of the Respondent/Bank, where he was employed on casual basis earlier.

12. From all these materials available in this case, it is seen that this is not the case of non-employment or termination of services by the management. For the allegation of the Petitioner in his Claim Statement that all of a sudden from 8-6-94 he was orally informed that his services were no longer required has not been substantiated with any acceptable or oral evidence. It is the contention of the Respondent in the Counter Statement that the Petitioner on his own volition stopped offering his casual services, so the question of violation of Section 25F or 2(oo) does not arise. As the Petitioner was not terminated by the Respondent, as alleged by the Petitioner, the question of violation of Section 25F or 2(oo) does not arise. On the other hand, there is sufficient evidence available in this case to come to the conclusion that the Petitioner was engaged on casual basis and for the days he offered his services to the Respondent/Bank Branch for the work of sub-staff of the bank, he was paid wages. For that, entries are available in Ex. W2, the xerox copy of note book showing the payment of daily wages initialled by MW1. So, it cannot be said that the Petitioner was not at all employed by the Areyapalayam Branch of the Respondent/Bank. In the absence of acceptable evidence on the side of the Petitioner to show that he has worked for a period of 240 days continuously in the preceding twelve months prior to his non-employment on 8-6-94, as contended by the Respondent/Management, the Petitioner is not entitled for any notice, or notice pay or retrenchment compensation under section 25F of the Industrial Disputes Act, 1947. Taking into consideration all these facts, it can be concluded that the Petitioner having worked as a casual labourer in the permanent post of sub-staff temporarily for a substantial period, the Respondent/Management, the Bank of India can be directed to provide employment to the Petitioner in the next subsequently arising vacancy in the permanent post of sub-staff in the Respondent/Bank. Thus, the point is answered accordingly.

13. In the result, an Award is passed directing the management of Bank of India to provide employment for the Petitioner/Workman Sri K. Natarajan in the Respondent/Bank services as a sub-staff in the next subsequent arising vacancy in the permanent post. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced 957 GI/2002—19

by me in the open court on this day the 5th March, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman :

WW1 Sri K. Natarajan

For the II Party/Management :

MW1 Shri T. K. Krishnamurthy

Documents Marked :

For the I Party/Workman :

Ex. No. Date :

Description

W1 8-4-93—Duplicate Transfer Certificate of the Petitioner/Workman.

W2 Nil—Xerox copy of the details of coolie charges Reimbursed.

W3 12-8-82—Xerox copy of the Circular issued by the Bank of India Zonal Office to all Regions Regarding engagement of temporary sub-staff.

W4 29-01-92—Xerox copy of the letter from the Manager, Areyapalayam Branch to the Regional Manager, Coimbatore Region with regard to recruitment of Sepoy-DAftary.

For the II Party/Management.—Nil

नई दिल्ली, 13 मार्च, 2002

का.आ. 1166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय संस्कार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, सांगली के पंचाट (संदर्भ संख्या 34/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-3-2002 को प्राप्त हुआ था ।

[सं. एल-12012/234/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 13th March, 2002

S.O. 1166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/98) of the Labour Court, Sangli as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 13-3-2002.

[No. L-12012/234/97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI V. S. PADALKAR, PRESIDING OFFICER,
LABOUR COURT, SANGLI

Reference (IDA) No. 34/98

ADJUDICATION

BETWEEN

Syndicate Bank,
Zonal Office, Maker Tower No. 'E'
Cuffe Parade, Coloba, Mumbai-400005 Ist party.

AND

Sh. Annasaheb Martand Mole,
C/o. A.D. Yedke, 312/B,
S.T. Stand Road, Shri Ganganagar,
Sangli-416416. IInd party.

In the matter of reinstate with continuity of service and
full back wages

APPEARANCES :

Ist party in Person—absent.

IInd party in Person—absent.

ORDER BELOW EX. O-1

(Date : 19-1-2002)

The Reference between the above referred parties has
been sent for adjudication by Ministry of Labour, Govt. of
India, Delhi. The notice to IInd Party was issued to file state-
ment of claim on 29-1-98. The notice was duly served on IInd
party. The IInd party till 3-10-2001 not filed Statement of
claim therefore order of No Statement of claim passed on
3-10-2001.

Without Statement of claim I cannot adjudicate the dispute
hence I have no other alternative to pass the following order.

ORDER

Reference of IInd party for reinstatement is hereby rejected.
No order as to costs.

Sangli.

Dated : 19-1-2002.

V. S. PADALKAR, Presiding Officer

नई दिल्ली, 13 मार्च, 2002

का.आ. 1167:—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध
नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
चंडीगढ़ के पंचाट (संदर्भ संख्या 138/2000) को प्रका-
शित करती है, जो केन्द्रीय सरकार को 13-3-2002 को
प्राप्त हुआ था।

[सं. एन-12012/272/99-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th March, 2002

S.O. 1167.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award (Ref. No. 138/2000) of the Central
Government Industrial Tribunal-cum-Labour Court,
Chandigarh as shown in the annexure in the Industrial Dispute

between the employers in relation to the management of
Central Bank of India and their workman, which was received
by the Central Government on 13-3-2002.

[No. L-12012/272/99-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 138/2000

The General Secretary,
Central Bank of India Employees Union (Haryana)
Palika Vihar,
Ambala (Haryana) .. Petitioner.

Vs.

Central Bank of India,
The Regional Manager, CBI,
Jawahar Market, Model Town,
Rohtak. .. Respondent.

REPRESENTATIVE :

For the workman : None.

For the Management : Sh. Shami Kaplish.

AWARD

(Passed on 11-2-2002)

The Central Govt. Ministry of Labour vide Notification
No. L-12012/272/99/IR(B.II) dated 2-2-2000 has referred the
following dispute to this Tribunal for adjudication :

"Whether the action of management of Central Bank of
India represented by Regional Manager Central
Bank of India Rohtak in imposing punishment of
dismissal from service upon Shri Vijay Singh Teller.
vide their order No. RO/PRS/94-95/831 dated
7-7-94, is just and legal? If not, what relief the
workman is entitled and from which date."

2. None appeared on behalf of the workman despite notice.
It appears that workman is not interested to pursue with the
present reference. In view of the above, the present reference
is returned to the Central Government for want of prosecution.
Central Government be informed.

Chandigarh.

Dated : 11-2-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 13 मार्च, 2002

का.आ. 1168:—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और
उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक
विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
चंडीगढ़ के पंचाट (संदर्भ संख्या 79/97) को प्रकाशित करती है,
जो केन्द्रीय सरकार को 13-3-2002 को प्राप्त हुआ था।

[सं. एन-12012/343/95-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th March, 2002

S.O. 1168.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award (Ref. No. 79/97) of the Central
Government Industrial Tribunal-cum-Labour Court, Chandigarh

as shown in the annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 13-3-2002.

[No. L-12012/343/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI M.S. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Ref. No. I.D. 79/97

Yashwant Singh .. Workman.

Versus

UCO Bank .. Management.

PRESENT :

For the workman—None.

For the Management—None.

AWARD

(Dated : 26th of February, 2002)

The Central Government Ministry of Labour in exercise of power conferred on the under Section 10(i)(d) and Sub-section 2-A of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-12012/343/95-I.R.(B-II) dated 31-12-1996 referred the following Industrial Dispute to this Tribunal :—

“Whether the action of the management of UCO Bank represented through its Zonal Manager SCO 1092-93 Sector 22-B, Chandigarh and Senior Manager UCO Bank Sec. 22-D, Chandigarh in terminating the services of Shri Yashwant Singh S/o Shri Roop Singh a daily rated water boy in Sector 22 branch of the Bank w.e.f. 12-7-94 is just and legal. If not to what relief the workman is entitled to and from which date?”

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

26-2-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 63/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-3-02 को प्राप्त हुआ था।

[सं. एल-12012/430/90-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 15th March, 2002

S.O. 1169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/91) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 14-3-2002.

[No. L-12012/430/90-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE COURT OF SHRI S. M. GOEL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Ref. No. I.D. 63/91

Shri Suresh Lal .. Workman.

Versus

Central Bank of India .. Management.

PRESENT :

For the Workman : None.

For the Management : Shammi Kaplish.

AWARD

(Dated 21st January, 2002)

The Central Government Ministry of Labour in exercise of powers conferred on the under Section 10(1)(d) and Sub-section 2-A of Section 10 of the Industrial Disputes Act 1947 (hereinafter referred as the Act), vide their letter No. L-12012/430/90-I.R.(B-2) dated 3-6-1991 referred the following Industrial dispute to this Tribunal :—

“Whether the action of the Regional Manager, Central Bank of India, Ludhiana in not giving promotion to Shri Suresh Lal w.e.f. 23-7-88 to the post of clerk is legal and justified? If not to what relief is the workman entitled?”

2. None appeared on behalf of the workman despite notice. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Government for want of prosecution. Central Government be informed.

Dated : 21-1-2002.

S. M. GOEL, Presiding Officer

नई दिल्ली, 14 मार्च, 2002

का.आ. 1170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. कुवैत एअरवेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, मुम्बई के पंचाट (संदर्भ संख्या 7/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 13-03-2002 को प्राप्त हुआ था।

[सं. एल-11012/64/99-आई.आर. (सी-1)]

एस. एल. गुप्ता, अवर सचिव

New Delhi, the 14th March, 2002

S.O. 1170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2000) of the Central

Government Industrial Tribunal-I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kuwait Airways and their workman, which was received by the Central Government on 13-3-2002.

[No. L-11012/64/99-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT :

Shri Justice S.C. Pandey, Presiding Officer.

REFERENCE NO. CGIT-07/2000

PARTIES :

Employers in relation to the management of M/s. Kuwait Airways

AND

Their Workmen

APPEARANCES :

For the Management : Ms. Aditi Tripathi, Advocate.

For the Workman : Mr. Chavan, Advocate.

STATE : : Maharashtra.

Mumbai, dated the 27th day of February, 2002

AWARD

The Central Government has referred the following question to be answered by this Tribunal in exercise of its powers under clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (The Act for short).

"Whether the action of the management of M/s. Kuwait Airways in transferring Mr. Fonseca, Sr. Station Supdt. from Mumbai to Delhi w.e.f. 8-1-1999 violates the settlement dated 16-6-1995? If so, what relief the workman concerned is entitled to?"

2. It appears from the order sheet that Shri Chavan, Advocate was appearing for the workman and he had appeared before this Tribunal on 20-12-2001, 23-1-2002 and today, although he has not filed his authority.

3. Mr. Chavan has made a statement at the Court that this reference relates to transfer of Mr. H. Fonseca from Mumbai to Delhi. She has already joined at Delhi and does not want to press for this reference any further. In view of the statement made by Mr. Chavan at the Court, this reference is disposed of by saying that there is no longer any dispute between the parties.

S. C. PANDEY, Presiding Officer

आदेश

नई दिल्ली, 14 मार्च, 2002

का.आ. 1171:—जबकि केन्द्रीय सरकार को यह राय थी कि भारतीय खाद्य निगम के प्रबंधन और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान था;

और जबकि केन्द्रीय सरकार की यह राय थी कि इस विवाद में राष्ट्रीय महत्व का प्रश्न समाहित है और उक्त विवाद का न्यायनिर्णयन एक राष्ट्रीय न्यायाधिकरण द्वारा किया जाना चाहिए;

और जबकि, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने दिनांक 15-12-1998 के श्रम मंत्रालय के आदेश संख्या एल-22012/439/95 आई.आर. (सी-II)) के द्वारा एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया था, जिसका मुख्यालय कोलकाता में था और इसके पीठासीन अधिकारी के रूप में न्यायमूर्ति श्री ए. के. चक्रवर्ती को नियुक्त किया था और उक्त अधिनियम की धारा 10 की उपधारा (1 क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त औद्योगिक विवाद को न्यायनिर्णयन के लिए उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को संदर्भित किया था।

और जबकि न्यायमूर्ति श्री ए. के. चक्रवर्ती ने 31-12-99 को उपर्युक्त राष्ट्रीय औद्योगिक न्यायाधिकरण का कार्यभार छोड़ दिया था;

इसलिए, अब एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन किया गया है जिसका मुख्यालय कोलकाता में है और जिसके पीठासीन अधिकारी न्यायमूर्ति श्री बी. पी. शर्मा को नियुक्त किया गया है तथा उपर्युक्त विवाद उक्त राष्ट्रीय औद्योगिक न्यायाधिकरण को इस निर्देश के साथ न्यायनिर्णयन हेतु भेज दिया गया है कि न्यायमूर्ति श्री बी. पी. शर्मा इस मामले में उस अवस्था से कार्रवाई करेंगे जहां पर न्यायमूर्ति श्री ए. के. चक्रवर्ती ने इसे छोड़ा था और कानून के अनुसार इसका निपटारा करेंगे।

[संख्या एल-22012/439/95-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

ORDER

New Delhi, the 14th March, 2002

S.O. 1171.—Whereas the Central Government was of the opinion that an industrial dispute existed between the management of FCI and their workmen;

And whereas the Central Government was of the opinion that the above dispute involved a question of national importance and should be adjudicated by a national industrial tribunal;

And whereas the Central Government in exercise of the powers conferred by Section 7B of the I. D. Act, 1947 (14 of 1947), constituted a National Industrial Tribunal vide Ministry of Labour Order No L-22012/439/95-IR(C-II) dated 15-12-1998 with headquarters at Calcutta and appointed Justice Sh. A. K. Chakravarty as its Presiding Officer and in exercise of the powers conferred by Sub-section (1A) of Section 10 of the said Act, referred the said Industrial Dispute to the said National Industrial Tribunal for adjudication;

And whereas Justice Sh. A. K. Chakravarty relinquished charge of the above said National Industrial Tribunal on 31-12-1999;

Now, therefore, A National Industrial Tribunal is constituted with headquarters at Calcutta with Justice Sh. B. P. Sharma as its Presiding Officer and the said above dispute is referred to the said National Industrial Tribunal for adjudication with the direction that Justice Sh. B. P. Sharma shall proceed in the matter from the stage at which it was left by Justice Sh. A. K. Chakravarty and dispose of the same according to law.

[No. L-22012/439/95-IR(C-II)]
N. P. KESAVAN, Desk Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 59/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-03-2002 को प्राप्त हुआ था।

[सं. एल-22012/185/98-आई.आर. (सी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 14-3-2002.

[No. L-22012/185/98-IR(C-II)]
N. P. KESAVAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, "SHRAM SADAN", III MAIN, III
CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE

Dated : 6th March, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B. Com., LLB.,
Presiding Officer,
CGIT-CUM-Labour Court,
Bangalore.

C.R. No. 59/99

1st Party

Shri Nagraj and others,
C/o Food Labour Contract Society Ltd.,
FCI Bannimantap Extension,
Mysore-15,

Advocate—L. M. Chidanandayya.

2nd Party

1. Shri R. Nagaraju,
District Manager (I/C),
FCI Mysore Depot,
Mysore,
Karnataka State.
2. The Regional Manager,
FCI Regional Office,
Bangalore-27,
Advocate—A. S. Bopanna.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-22012/185/98/IR (CM-II) dated 26th April, 1999 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of FCI, Godown, Mysore in denying employment to 22 workers (list enclosed) w.e.f. January, 1998 is justified? If not, to what relief the concerned workmen are entitled?"

2. The 1st Party workmen were working with the management. The Management denied employment to 22 workers and therefore, this dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the 1st Party Workmen is as under:—

5. There are 22 workmen in this dispute. The case of these workmen is that they are workmen under Section 2(s) of the Industrial Disputes Act. The management engaged them for the work of transporting food grains from one part of the country to the other part of the country. There are various depots in the country for the purpose of Storage and Distribution of Food Grains to the public at large through the Public Distribution System. One such depot is at Mysore. The management was required to appoint the regular workers for loading, unloading, handling and transporting the food grains at FSD Mysore. The activity carried on by the 2nd party is an Industry within the meaning under Section 2(j) of the Act.

6. It is the further case of the workmen that the Division Bench of the High Court of Karnataka has held that the 2nd Party are required to treat the workers who are working with the contractor of the FCI on principal to principal basis. There is a continuity of work at FSD, Mysore. The Management is under legal obligation and duty to provide work continuously without any interruption to the 1st Party workmen. The workmen are doing the manual work of the 2nd Party. The management instead of regularizing their services and absorbing them has been getting the work done through others intermediately, if any, is only for the name sake and is not the real person controlling and directing the nature of work discharged by the 1st Party workmen.

7. It is the further case of the workmen that after the abolition of the Contract Labour, through the orders passed by the Division Bench of the High Court of Karnataka, the 1st Party workmen were getting a sum of Rs. 6000.

8. It is the further case of the Workmen that from the month of January, 1998 the management stopped the work of the 1st Party without any reasons and the action of the management is not correct. There was a police case as stated in para 10 of the Claim Statement. The denial of work is not correct and it amounts to lock out within the meaning of Section 2(1) of the Industrial Dispute Act. A very lengthy Claim Statement is filed by the 1st Party contenting that there is unfair labour practice etc.

9. It is the further case of the workmen that they are entitled for all the benefits including the enhancement of the rates based on the consumer price index etc. including the wages at the rate of Rs. 6000 per month. The workmen for these reasons and for some other reasons has prayed to pass award in their favour.

10. The case of the management in brief is as under :

11. The main contention of the management is that these workmen are not the workmen within the meaning of Industrial Disputes Act, 1947. These workmen were working under the Contractor and they are not the employees of the 2nd Party. There is no relationship of master and servant between the Management and the 1st Party. It is true that one of the depot is at Mysore and it is not true that the 2nd Party is required to appoint the regular workers for loading, unloading and transporting the food grains at FSD, Mysore. In fact the 2nd Party has entrusted the loading and unloading work to contractors on contract basis whenever work was available. All the allegations made by the workmen are not correct.

12. It is not correct that the 2nd Party has introduced the co-operative society exclusively for the workers working at FSD. It is true that the activity carried on by the 2nd Party is an Industry within the meaning under Section 2(j) of the Act. It is not correct to say that the 1st Party have been working for more than a decade with the 2nd Party. It is not correct to say that the Assistant Manager of the 2nd Party will supervise the workers of the party workmen under the direct supervision and control of the 2nd Party.

13. The question of regularizing the services of the 1st Party Workmen and absorbing them does not arise at all. It is denied that the 1st Party workmen are entitled for full salary from January, 1998 to June, 1998. The management for these reasons and for some other reasons has prayed to reject the reference.

14. It is seen from the records that management examined MW-1, Assistant Manager and various documents are marked for the management. MW1 has given detailed evidence saying that the workmen are not the employees of the 2nd Party. 2nd Party has not appointed regular workers for loading and unloading etc. The 2nd Party management has no control over the work of the 1st Party. There is no relationship of employer and employee. 2nd Party was not paying the wages

to the 1st Party. MW1 is not cross examined by the workmen.

15. It is seen from the records that the first party workmen remained absent and the counsel also remained absent. After giving sufficient time MW1 was discharged. Thereafter the case was posted for the evidence of 1st Party but 1st Party workmen remained absent.

16. I have heard the arguments of the learned counsel appearing for the management. I have perused all the relevant documents relied by the management. There is no reasons to discard the evidence of MW1. The evidence of MW1 is unchallenged because he is not even cross examined by the Workmen.

17. According to MW1 there is no relationship of Master and Servant between the management and these workmen. The workmen have failed to prove that they are regularly appointed by the management and they are entitled for regularization.

18. The evidence of MW1 is that these workmen were working with the Contractor. The workmen for the reasons best known to them have not attended this Tribunal and have not adduced any evidence.

19. Considering the evidence of MW1 and the documents relied by the management, I am of the opinion that there is no merit in the reference. Accordingly I proposed to pass the following Order :

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 6th February, 2002.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 15 मार्च, 2002

का.आ. 1173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.पी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (सदस्य संख्या 85/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-03-2002 को प्राप्त हुआ था।

[नं. एल-22012/362/98-आई.आर. (सी.-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th March, 2002

S.O. 1173.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 14-3-2002.

No. L-22012/362/98-IR(C-II)]

N. P. KESAVAN, Desk Officer

16/1934

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, ASANSOL

PRESENT :

Shri Ramjee Pandey, Presiding Officer.
Reference Number No. 85 of 1999

PARTIES :

Amritnagar Colliery of M/s.
E.C.L. ...Management

Vrs.

Shri Surendra Nahak,
Ex-Under Ground Loader . . .Workman.

REPRESENTATION:

For the Management—Shri P. K. Goswami,
Advocate.

For the Workman—Shri H. L. Soni, Secretary,
(Union)

Kolkata Mazdoor Congress.

STATE : West Bengal **INDUSTRY :** Coal.

Dated : 15-2-2002

AWARD

In exercise of powers conferred by the clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947, Govt. of India through Ministry of Labour vide Order No. L-1111111111 (CM-II) dated 7-7-1999 has referred the following dispute for adjudication by this Tribunal.

“Whether the action of the management of ECL, Kunustoria Colliery in dismissing Shri Surendra Nahak, Ex-Under Ground Loader is legal and justified? If not, to what relief is the workman concerned entitled?”

After receipt of the reference summons were sent to the parties by registered post. In response to the summons both the parties appeared through their representatives and filed their respective written statements.

To decide the dispute between the parties it is necessary to state the fact of the case. The workman e.g. Shri Surendra Nahak, was employed as Ex-Under Ground Loader under the management. He became absent from his duty from 7-10-1996 to 4-12-1996, and on the ground of these absence the management dismissed him from service.

The case of the management is that the workman became absent for such a longer period without any information to the management and any sanction of leave by any authority and considering the fact that the workman was habitual absence, he was dismissed from service. Further case of the management is

that the order of dismissal was passed after proof of misconduct on the part of the workman during domestic enquiry which was completed fairly and hence the workman is not entitled to get any relief.

The Union admitted that the workman was absent from his duty from 7-10-1996 to 4-12-1996, but the Union controverted the fact that management was not given information. Further case of Union is that the workman e.g. Shri Surendra Nahak was sick and had been under going treatment at Bansra Hospital and the fact of illness of the workman was informed to the management. Further case of the Union is that the authority of the colliery referred the workman to Bansra Hospital for treatment when he got treatment from 18-12-96 to 7-4-97 as indoor patient as well as outdoor patient. It has been further pleaded by the Union that the workman became absent from his duty due to his sickness which was beyond his control and hence he was not liable to be punished. It has been further pleaded that the order of dismissal is the maximum punishment which is too severe and disproportionate to the nature of misconduct alleged. Accordingly a prayer has been made by the Union that the Order of dismissal may be set aside.

It is admitted fact that before order of dismissal a domestic enquiry was held and on the findings of the Enquiry Officer the management dismissed the workman. During hearing the Union did not challenge the fairness of domestic enquiry. Moreover, from the documents filed by the management it is clear that the copy of charge sheet was given to the workman and the enquiry was conducted in his presence. During enquiry the Enquiry Officer gave a finding that the charge against the workman has been proved and he was absent from duty from 7-10-96 to 4-12-96 without any information to and permission of the authorities of the management.

The Union challenged the order of dismissal on two grounds. The first ground taken by the Union is that the workman was seriously ill due to which he became absent and could not obtain permission from the management and hence there is no misconduct on the part of the workman. The second ground taken by the workman is that the punishment of dismissal from service is a capital punishment. From the report of the enquiry Officer it is clear that during domestic enquiry the workman did not produce any medical certificate in support of his illness and hence first ground taken by the Union does not support his plea. As regards second ground taken by the Union, learned Lawyer for the management submitted that the workman was habitual absentee, due to which the management lost confidence on him. From perusal of the documents filed by the management it is clear that the workman was neither charge sheeted for his previous absence nor the enquiry report indicates any proof of previous absence of the workman. Hence I do not find any strength in submission of the Learned Lawyer for the management that the workman was a habitual absentee. The proved fact on the record is that the workman became absent from duty for the first time from 7-10-96 to 4-12-96. Learned Lawyer for the management fairly admitted that the punishment of dismissal is a capital punishment for any workman.

Since the workman became absent from duty for the first time for a period of less than two months, in my opinion also the punishment of dismissal is too severe. The management could put pressure on the workman for correction in his conduct by awarding a lesser punishment. In my opinion stoppage of one annual increment will meet the ends of justice. Accordingly the order of dismissal passed by the management is set aside and instead thereof the workman is awarded, punishment of stoppage of one annual increment. The management is directed to reinstate the workman in service with back wages subject to stoppage of one annual increment. Accordingly, in above mentioned manner, the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 20 मार्च, 2002

का.आ. 1174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 13/1994) को प्रकाशित करती है जो केन्द्रीय सरकार को 19-03-2002 को प्राप्त हुआ था।

[सं. एन-22012/312/93-आई.आर. (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 20th March, 2002

S.O. 1174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/1994) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 19-3-2002.

[No. L 22012/312/93-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 13 of 1994

PARTIES :

Employers in relation to the management of Central Coalfields Limited.

AND

Their Workmen.

PRESENT :

Mr. Justice Bharat Prasad Sharma.—Presiding Officer.

APPEARANCES :

On behalf of Management.—Mr. R. N. Majumdar, Advocate.

On behalf of Workmen.—Mr. D. Mukherjee, Advocate with Mr. A. Mukherjee, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-22012/312/93-IR(C-II), dated 21-3-1994 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Central Coalfields Ltd., not to extend the benefit of pension and encashment of leave for 240 days to the employees (list enclosed) is justified? If not, to what relief the employees are entitled to?”

List of workmen

workmen

Sl. No.	Name	Designation	Place of posting
1	2	3	4
1.	Shri A. C. Ghosh	L. D. Clerk	Office of the National Coal Development Corpn. (P) Ltd., Ranchi
2.	Shri P. K. Chakraborty	-do-	-do-
3.	Shri K. B. Sahay	-do-	-do-
4.	Shri P. R. Das	-do-	-do-
5.	Shri Sudhir Chandra Pal	-do-	-do-
6.	Miss Amiya Roy	-do-	-do-
7.	Shri Badal Kumar Bhattacharjee	-do-	Office of the Chief Purchase Officer, Calcutta
8.	Shri V. K. Vaskaram	-do-	-do-
9.	Shri Ranjit Kr. Majumdar	-do-	-do-

1	2	3	4
10.	Miss Sovana Mookerjee	-do-	-do-
11.	Miss Arati Gupta	-do-	-do-
12.	Shri Suresh Chandra Das	-do-	-do-
13.	Shri Ajit Kumar Bose	-do-	-do-
14.	Shri Prahlab Kr. Chakraborty	-do-	-do-
15.	Miss Krishna Ganguly	-do-	-do-
16.	Mrs. Bani Devi	-do-	-do-
17.	Shri Pushpa Ranjan Ganguly	-do-	-do-
18.	Shri Nitya Ranjan Choudhury	-do-	-do-
19.	Shri A. K. Roy Chowdhury	-do-	-do-
20.	Shri Madan Mohan Guha	-do-	-do-
21.	Shri Dijendra Lal Majumdar	-do-	-do-
22.	Shri Sanjan Kr. Chowdhury	-do-	-do-
23.	Shri Prabhat Kumar Roy	-do-	-do-
24.	Shri Ajit Kumar Chowdhury	-do-	-do-
25.	Shri P. Shribastava	-do-	-do-
26.	Miss Iva Shamtra	-do-	-do-
27.	Miss Diptakana Das Gupta	-do-	-do-
28.	Shri Makhan Chandra Das	-do-	-do-
29.	Shri P. Raman Kutty	-do-	-do-
30.	Shri N. Paremoslivaran	-do-	-do-
31.	Shri G. Narasingham	-do-	-do-
32.	Shri Prasanta Kumar Sil	Typist	-do-
33.	Shri Biswa Nath Bhattacharjee	-do-	-do-
34.	Shri Bimalandu Dasgupta	-do-	-do-
35.	Shri Amit Kumar Ghosh	Typist	Office of the Chief Purchase Officer, Calcutta
36.	Shri Ranjit Kumar Kolo	-do-	-do-
37.	Shri Gopal Chandra Manna	-do-	-do-

2. The present dispute has been raised by the National Coal Organisation (Government of India) Employees' Association on behalf of the 37 workmen as per the list attached to the schedule of reference. It appears that the aforesaid 37 persons were appointed under the orders of the Assistant Coal Commissioner of the National Coal Organisation known as CPDC which was a Government of India Undertaking. Subsequently these 37 persons were absorbed in the service of the National Coal Development Corporation, in short known as NCDC. Since then they have retired from service and their grievance is that they were not granted pensionary advantage as available to any Government Servant nor the encashment facility of 240 days of due leave and accordingly, the dispute was raised on and failure of the conciliation proceeding the matter was referred to the Government of India, Ministry of Labour and the present reference has been made.

3. From the written statement filed on behalf of the union it appears that the NCDC was formed as a Government of India Undertaking with effect from 1-10-1956 and a number of collieries belonging to the Central Government were made constituents of the said Corporation which started its functioning on 1-5-1957. Subsequently, the said NCDC was renamed as Central Coalfields Ltd., a subsidiary of the Coal India Ltd. It is stated that before commencement of work of the NCDC the collieries which were brought under the said Corporation had been working directly under the Government of India and the employees of the said collieries were regular government employees, because all the collieries were Central Government organisations which were transferred to the NCDC with effect from 1st of November, 1956. It is further stated that the said collieries which were brought under the NCDC in 1956 continued to function directly under the Central Government till 30th April, 1957 and accordingly all appointment letters to the employees of the said collieries were issued during the above period by the Central Government and the employees enjoyed the same service conditions as other Central Government employees. One appointment letter regarding these 37 workmen were issued on 27-3-1957 by the Coal Production and Development Commissioner, a competent authority under the Government of India. The NCDC accepted and extended the benefit of pension and encashment of leave as per Central Government Rules to all the employees of the said collieries who were employees of the Central Government from before and who were taken over by the NCDC upon the said collieries being taken over by the NCDC. It is further stated that there were some employees who were also appointed by the Government of India authority during the period from 1-10-1956 to 30-4-1957 and they functioned directly under the Central Government in the office of the Coal Production and Development Commissioner, but for some reasons their cases were not taken note of and facility of pension and encashment of leave of 240 days as per the Central Government Rules were not extended to them, even though they were all the Central Government employees and subsequently they were also taken over by the NCDC which was subsequently renamed as Central Coalfields Ltd. It is stated that the present dispute concerns the employees appointed during the period 1-10-1956 and

30-4-1957 by the Central Government but they were not given the benefit of pension and leave facility as per the Central Government Rules, even though they were appointed by the Central Government and were taken over by the NCDC. It is stated that the other employees of the NCDC who were earlier Central Government employees prior to 1-10-1956 enjoyed the said benefit of pension and encashment of leave as per Central Government Rules. In this connection an example of one Shri M. L. Guha is cited and it is stated that he was appointed in March, 1957 by the Comptroller and Auditor General of India, but he has been given the benefit of pension and encashment of leave of 240 days as available to the Central Government employees, but the aforesaid 37 employees who were senior to him were not given this facility and benefit which is in violation of the principles equality as enshrined under Article 14 of the Constitution of India and it is thereby illegal and mala fide and unconstitutional being violative of the principles of equality and fair play. It is stated that though the aforesaid Shri M. L. Guha who was appointed also in March, 1957 and retired in October, 1989 was taken over employee of the NCDC and subsequently C.C.L. was given pensionary benefit and encashment of leave facility, similarly situated these 37 employees appointed during 1-10-1956 to 30-4-1957 were denied these benefits which is illegal and improper. It is stated that after they were being taken over by the NCDC their previous service was protected and all facilities and benefits enjoyed by them earlier including benefit of pension and leave encashment continued to be made available to them and therefore, denial of these facilities to these employees is violative of Article 14 of the Constitution of India and accordingly it has been prayed that an Award be made in favour of these employees directing the employer to give the aforesaid benefits of pension and encashment of leave.

4. A written statement has also been filed on behalf of the Central Coalfields Limited. It has been stated at the very outset that the reference is incompetent and not maintainable in view of the fact that in none of the schedules of the Industrial Disputes Act, 1947 it has been enumerated that the question of pensionary benefit and leave encashment can be subject matter of an Industrial Dispute. It is further stated that an order under section 10 of the Industrial Disputes Act, 1947 could not be made mechanically without considering the fact as to whether the purported dispute can be termed as industrial dispute to within the meaning of the said Act. It is further stated that in the instant case the appropriate government, i.e., the Central Government while making the order of reference failed to take into account that pensionary benefit and leave encashment is not covered by any of the schedules of the Industrial Disputes Act and, therefore, it could not be the subject matter of an industrial dispute. It is further stated that certain collieries situated in different areas of Bihar, Orissa and Madhya Pradesh were known as state collieries and these collieries were owned by the Government of India and were being managed departmentally by the Central Govt. for some time and thereafter placed under the Ministry of Railway upto 31-5-1944 and thereafter by the Ministry of Supplies and subsequently under the Ministry of Production till 30-9-1956. It is further stated that with the formation of the National

Coal Development Corporation on 1-10-1956 possession of the State Collieries were handover and services of all Government employees serving in the said collieries of the Organisation known as Coal Development Commissioner were placed under the disposal of the NCDC from 1-10-1956. So, accordingly after the formation of NCDC various monthly rated employees were appointed directly, apart from the services of different sets of monthly rated employees, who were holding civil posts and were transferred from various departments of Government. It is stated that one such act was earlier working in State Collieries whose services were governed by the Railway Rules or Civil Rules and were holding civil posts and were subsequently transferred to NCDC with the same condition of service. The second set was monthly rated employees working in the Administrative Office of the Ex. C.M.E. Railway Board/Deputy Coal Commissioner, Govt. of India known as Coal Production and Development Commissioner and who were also governed by Railway/Civil Rules and were holding civil posts and were transferred to NCDC with effect from 30-9-1956. It is stated that the third set of monthly rated employees were those who were working under Comptroller & Auditor General of India and whose services were governed by the Civil Rules and were holding civil posts and were transferred to NCDC after abolition of its administrative office on 30-4-57. It is stated that the service of the employees who were transferred from the Government Departments referred to above were given the protection of terms and conditions and rights and privileges as to pension, leave, gratuity and P.F. as would have been admissible to them had they continued in government service. It is further stated that by reason of enactment of Coal Mines (Nationalisation) Act, 1973 the right and title and interest of the collieries aforesaid were transferred to and vested to the Central Govt., Coal Company, i.e. Coal India Limited. It is further stated that with effect from 1-11-1975 the said NCDC was renamed as Central Coal fields Ltd. and became a subsidiary of the said Coal India Ltd. Accordingly from the said date i.e., 1-11-1975 the C.C.L. had following sets of employees:—

- (1) Employees who were appointed by the Govt. till 31-5-1944 and covered under Central Pay Commission and governed by Railway Rules.
- (2) Employees who were appointed thereafter between 1-6-1944 till 30-9-1956 and covered under similar scale of pay under Central Pay Commission but governed by Civil Service Rules, 1949.
- (3) Employees who were appointed between the period 1-10-1956 and 14-8-67 and were drawing pay under the Central Pay Commission's scale of pay but governed by NCDC Ltd. Rules and
- (4) Employees who were appointed thereafter w.e.f. 15-8-1967 and onwards and covered under Central Wage Board Awards as accepted by the Government of India and NCWA and governed by Wage Board Rules.

The management has denied the statements in the different paragraphs of the written statement of the

union and it has been stated that the said collieries owned and managed by the Central Government including the Organisation/Administrative Office of the Coal Production and Development Commissioner were transferred from the management of the Central Government to the said newly established NCDC which was set-up with effect from 1st October, 1956. It is denied that the said Collieries which were brought under the management of erstwhile NCDC in 1956 continued to function directly under the Central Government till 30th April, 1957 or that all appointment letters of employees of the said Collieries were issued during the above period by the Central Government or that the said employees enjoyed the said service conditions as that of other Central Government Employees. It is stated that the employees who were working in the said Collieries whose services were taken-over by the erstwhile NCDC were never issued appointment letters in between the period from 1-10-56 to 30-4-57 as alleged. It is further stated that the employees who were working in the said Collieries and taken-over by the erstwhile NCDC were only enjoying the service conditions of Central Government since their services were regulated and governed by the Central Civil Services (Temporary Service) Rules, 1949. It is stated that the appointment letter of the said 37 employees indicates that their appointments were made afresh by erstwhile NCDC and they were never taken-over from any Central Government Organisation. Therefore, the question of their service conditions being equated with that of the Central Government Employees did not arise. It is further stated that the appointment letter was signed by the Assistant Coal Production and Development Commissioner, Ranchi who was on department to erstwhile NCDC on the letter head of the NCDC. It is further stated in this connection that since the beginning of the formation of the erstwhile NCDC there was no specific service rule and appointment letters etc. and formats of appointment, formats of Coal Production and Development Commissioner were made use of by the NCDC by putting the name of NCDC in routine manner, but by no canon of construction it can be said that the workmen by virtue of the said appointment letter were holding a civil post, not it can be said that they were subject to Part-XIV of the Constitution of India. It is further stated that when the said Central Civil Service (Temporary Service) Rules, 1949 were framed the Constitution of India did not exist and in or about the year 1978 the President of India in exercise of powers conferred by the proviso to Article 309 and Clause (5) of Article 148 of the Constitution of India and after consulting the Comptroller and Auditor General in relation to the persons serving in the Indian Audit and Accounts Department was pleased to make the Central Civil Service (Temporary Service) Rules, 1978 in supersession of the Rules of 1949. It is further stated that the erstwhile NCDC would be regarded at best an instrumentality of the Government so as to come under the meaning of expression "Authority" under Article 12 of the Constitution. It is stated that it has been held by their Lordships of the Hon'ble Supreme Court in the case of *Ajay Hasia v. Khalid Mujib* (AIR 1981 SC 487) that merely because a juristic entity may be an 'authority' and therefore 'state' within the meaning of Article 12, it may not be elevated to the position of 'state' for the purpose of Articles 309, 310 and 311 of the Constitution which

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find a place in Part-XIV of the Constitution. It is also held that in the said decision that the definition of Article 12 which includes an authority within the territory of India or under the control of the Government of India is limited in its application to Part-III and by virtue of Article 36 to Part-IV and it does not extend to other provisions of the Constitution and hence its juristic entity, which may be a 'state' for the purpose of Part-III or Part-IV, could not be so far for the purpose of Part-XIV or any other provisions of the Constitution. It is also further stated that the definition of the Government Servant has been defined in Rule 2(h) of the Central Civil Services (Classification, Control and Appeal) Rules as this :

- "2(h). "Government Servant" means a person who (i) is a member of a Service or holds a civil post under the Union, and includes any such person on foreign service or whose services are temporarily placed at the disposal of State Government or local or other authority ;
- (ii) is a member of a Service or holds a civil post under a State Government and whose services are temporarily placed at the disposal of the Central Government ;
- (iii) is in the service of a local or other authority and whose services are temporarily placed at the disposal of the Central Government."

So, it is stated that the concerned workmen did not fulfil any of the ingredients under Rule 2(h) of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 so as to be termed as Government Servant in terms of the said appointment letter dated 20th January, 1957. It is further stated that when the aforesaid Classification Rules came into force on 1st December, 1965, erstwhile NCDC was still in existence. It is further stated that in the said appointment letter dated 20th January, 1957 in Serial Number 6 thereof there was a clause to the extent as follows :

"He/she should be prepared to join this office of this day 6th February, 1957 positively. The candidates already in the Government Service should submit release certificate from the Department concerned."

It is stated that none of the workmen concerned as per the appointment letter had produced any release certificate from any Government Department and, therefore, it is stated that all such monthly-rated employees were never working in any Government Organisation prior to the issuance of the appointment letter and the present stand has been taken only with a view to achieve some undeserved benefits. It is stated that the basic criteria for entitlement of pensionary benefit and encashment of leave for 240 days is as follows :

- (1) One who has served in the Government Organisation prior to 1-10-56 and has been taken over by NCDC thereafter under the same terms and conditions and same rights and privileges as to pension, leave, gratuity, PF and other matters as would have been admissible to him had he continued in Government service,

- (2) Employees who were appointed in service in the State collieries, Coal Production and Development Commissioner, Government of India and those who were in service under Comptroller and Auditor General, Government of India and placed under NCDC after 1-10-56.

- (3) The Government of India, Ministry of Steel and Mines (Department of Mines & Metals) vide its letter No. C-VI-14(43) dated 16-8-1965 has asked all such employees who were holding the civil posts and whose services were regulated by Central Civil Rules, 1949 to exercise their options with the terms and conditions as per the enclosed format.

It is further stated that in 1974 it was decided that the employees who were governed by the Railway Civil Services Rules who had exercised option for NCDC benefits would be reverted back to pensionary benefit. In this context it is stated that on examination of the aforesaid materials it will be clear that where an employee would be entitled to pensionary benefit and encashment of leave, he shall have to fulfil the criteria stated above, but the 37 concerned workmen did not fulfil any of the criteria and in fact they were appointed only for the erstwhile NCDC after 1st October, 1956 and, therefore, they were not entitled to the benefits claimed by them. It is stated that so far as the case of M. L. Guha is concerned, he was appointed in March, 1957 by the Comptroller & Auditor General of India and whose services were placed under erstwhile NCDC, was given the benefit of pension and encashment of leave. So, his case cannot be equated with the case of the 37 concerned workmen. It is because the said workman was an employee under the West Bengal Government and was subsequently appointed by the Comptroller and Auditor General of India and later his service was placed at the disposal of the NCDC as Upper Division Clerk and he had also joined after obtaining the release certificate from his previous Department. It is stated that by reason of abolition of the office of the Controller of Coal Accounts, the Controller of Coal Accounts vide its letter dated 30-4-1957 placed quite a good number of persons working under it at the disposal of the erstwhile NCDC and Shri M. L. Guha was one of such employee who figured at Serial No. 55 in the list contained in the said Office Order dated 30th April, 1957. It is further stated that consequently Shri M. L. Guha, who was a government servant and holding the civil post, was rightly afforded the pensionary benefit and facility of encashment of leave for 240 days. It is stated that at the time of his retirement Shri Guha was drawing C.P.C. scale, while the concerned employees were drawing scale of Wage Board. Therefore, it is stated that the concerned workmen by no standard could be said to have been holding any civil post. It is further stated that pensionary benefit and facility for encashment of leave had been extended to only those employees who were holding a civil post before their services were taken over by erstwhile NCDC and, therefore, the concerned employees were not entitled to it and in this context it cannot be said that there has been any discrimination or that the rule of equality has been flouted by the

Company in denying them the facilities. Reference was also made of an employee known as Shri N. Ramaswamy. In this connection it has been stated on behalf of the management that the said Shri Ramaswamy was appointed on 31st October, 1956 and on that date he was not an employee of Coal Production & Development Commissioner, because the office of the Coal Production & Development Commissioner was abolished and the employees of the ex-CPDC were taken over by the erstwhile NCDC with effect from 1-10-1956 and therefore, it is stated that it becomes clear that Shri Ramaswamy was appointed only for the erstwhile NCDC after 1st October, 1956 and accordingly the facility of pension and encashment of leave was denied to him because he was not taken over by erstwhile NCDC from any other Government Organisation. It is stated that the workmen concerned cannot come within the purview of the categories of the employees as mentioned in the written statement of the union. It is also further stated that the main thrust of the union is that the management has acted in violation of the Article 14 of the Constitution of India by not extending the pensionary benefit and facility for leave encashment for 240 days to the workmen concerned, but this Tribunal cannot decide an issue on the alleged constitutional right of the workmen concerned, because such issues can be decided by a High Court or the Hon'ble Supreme Court in its high prerogative writ jurisdiction. Therefore, the claim of the union or for that matter the workmen concerned should fail on this account. Accordingly, it has been submitted that the claim of the union and the workmen is not fit to be entertained and the same should be refused and rejected.

5. Both the parties have adduced evidence in support of their respective cases. So far as the oral evidence is concerned, union has examined two witnesses and the management examined one witness.

6. WW-1, Madan Mohan Guha happened to be the Vice President of the National Coal Organisation (Govt. of India) Employees Association at the relevant time. He stated that about 50 employees were appointed by the Govt. of India in 1957 by Mr. K. P. Narayan, Assistant Commissioner, Office of the Coal Production & Development Commissioner. The said copy of appointment letters containing the names of the 37 concerned employees has been produced and it is marked Ext. W-1. The witness has stated that this appointment letter mentioned the terms and conditions of employment of the concerned employees and they used to get their pay as per Central Pay Commission scales. He further stated that some employees who were appointed by NCDC also used to get their pay as per Central Pay Commission and the employees of the Govt. of India also used to enjoy Central Pay Commission's scales. He further stated that the C.P.C. scale was replaced by the Coal Wage Board scale and emoluments of the employees were increased, but, however, the terms and conditions of service of those employees were retained. He further claimed that he happens to be one of the concerned workmen and the concerned workmen were appointed in January, 1957 and joined their service in February, 1957. He further stated that their appointing authority was Assistant Coal Production and Development Commissioner, Govt. of India. He further stated that NCDC was constituted on 1st October, 1956 and it started functioning from May, 1957. He further stated that they were all-along working as employees of the Govt. of India and enjoyed same scale of pay and privileges enjoyed by the Govt. of India employees, till 15th August, 1967. Thereafter, they were directed to opt for the scale of pay, D.A. and attendance bonus as per Coal Wage Board's award, but other terms and conditions of service remained intact. According to

him their services before 1967 were pensionable as per Civil Service Rules which still applied to them. The option form marked Ext. W-2. He stated that he retired from service on 1st January, 1992, but he was not granted pension. He further stated that their services were not transferred to NCDC, though they were posted there and none of the concerned workmen was granted pension. The witness further stated that Controller of Coal Accounts had office at 1, Council House Street, Calcutta and it happened to be an organisation of the Govt. of India. Further, he stated that other employees who were posted in NCDC had got pension on their retirement from service and one such case has been cited by him as of M.L. Guha who worked initially in Controller of Coal Accounts Office and was transferred to NCDC. He has gone to the extent to say that this workman continued to be employee of the Govt. of India and were never employees of the NCDC. In his further examination, he has stated that he worked in NCDC from May, 1957 on the same terms and conditions available to the employees of the Govt. of India and they were directed to exercise their option by the NCDC, but no notice under section 9A was issued. He has further stated that the NCDC is a Govt. of India Undertaking and it was subsequently renamed as Central Coalfields Limited or CCL which is under the Coal India Limited and a Govt. of India Undertaking. He has also stated that there was no pensionary scheme, either in the NCDC or in the CCL. He has also proved the appointment letter of Shri M. L. Guha, marked Ext. W-3 and he has stated that the persons appointed by Mr. K. P. Narayan, the Assistant Coal Production & Development Commissioner were not given any pension, excepting for Shri M. L. Guha. However, in his cross-examination, he had accepted that other Class-II and Class-III employees appointed before 1st October, 1956 are getting pension from CCL and this pensionary benefit is available to them because they were the Central Govt. employees before their joining CCL. He has further stated that he was appointed by the Govt. of India and not by NCDC, but he admitted that he had not brought any release order in terms of the Clause-6 of the appointment letter. He further stated that in February, 1957 he joined CPDC and subsequently the office of the CPDC was taken over by NCDC and all the employees of the CPDC became employee of the NCDC, but the terms and conditions of employment of such employees remained unchanged. However, it has been suggested to him that these 37 persons appointed vide Ext. W-1 were appointed by NCDC which he has denied.

WW-2 is Dipti Kana Roy Chowdhury. She has stated that she had filed an application in response to an advertisement dated 30-9-1956 by the Secretary, Coal Production & Development Commissioner, Butty Road, Ranchi. According to her applications were invited for the post of Lower Division Clerk. She has also proved the advertisement, Ext. W-11. She further stated that she was selected for appointment and the appointment letter was given to her by the Assistant Coal Production & Development Commissioner and according to her the terms and conditions of appointment were mentioned in the appointment letter, Ext. W-1. According to her the then Assistant Coal Production & Development Commissioner was Mr. K. P. Narayan and she had received the appointment letter in March, 1957. She also further stated that she did not receive her pension and cash benefit of accumulated leave on her retirement in 1997. She also stated that she had made demand for her claim, but did not receive any reply.

7. MW-1, Swapan Kumar Dutta happens to be the Personnel Manager in the CCL at Calcutta Office. According to him he had joined CCL in 1983 as Welfare Officer and he claimed that he was acquainted with the facts and circumstances of the case. According to him the workmen named in the reference were appointed by NCDC and not by the Central Government and they were not taken over employees of the NCDC. He further stated that the letters marked on behalf of the workmen Exts. W-4, W-5 and W-6 are the letters of NCDC and not of the Government of India. He further explained that Mr. K. P. Narayan was deputed in NCDC as Coal Production & Development Commissioner and in that capacity he had issued the order. According to him Mr. M. L. Guha was an employee of the Government of India and he was taken over in NCDC. He further stated that at the time when the concerned workmen were appointed they were getting CPC pay scale, but subsequently they were covered by the

Wage Board. So far as Mr. M. L. Guha is concerned, he stated that he was an executive and was getting facility of 240 days leave encashment as retirement benefit, but the others are not executives and as such they were not given such benefit. He has also further stated that the workmen under reference did not produce any release order from the Government at the time of their joining the NCDC. In his Cross examination, he has stated that CPDC was closed on 20th September, 1956 and it had issued an advertisement inviting application for the post of Clerk. He further stated that the appointments were made by the NCDC and not by the CPDC and he had explained that the advertisement was issued in the transition period of formation of NCDC and liquidation of CPDC. He further stated that the appointment letters were issued by the Assistant Coal Production Commissioner who was then on deputation to NCDC. This appointment letters were according to him were issued on 09-03-1957. He denied that these concerned workmen appointed by CPDC and not by NCDC.

8. So far as the documents are concerned, Ext. W-1 is the order of appointment dated 27-03-1957 by which the said 37 concerned workmen were appointed and it appears from Clause-6 of this document that the candidates who were already in Government service were required to submit a release certificate from the Department concerned. In this connection it is significant to note that it has been stated on behalf of the management that so far as Mr. M. L. Guha is concerned, he had produced the release certificate at the time of his joining the service on his appointment in NCDC, but the concerned workmen did not produce any such certificate. Ext. W-2 is the option form by which the employees of NCDC were required to opt for Wage Board recommendations and they were allowed to get higher scales, bonus and Dearness Allowance as per recommendation. Ext. W-3 is the appointment letter of Mr. M. L. Guha in the Office of the Controller of Coal Accounts. Ext. W-4 is the appointment letter issued on 16-11-1956 to Girish Mishra from the Office of the Coal Production & Development Commissioner. Similarly, Ext. W-5 is the appointment letter of Mr. N. Ramaswamy. Ext. W-6 is the appointment letter of Ajit Kumar Dutta. Ext. W-7 is the reply sent by the management to the Assistant Labour Commissioner after the dispute was raised before him in which the case of the management was placed. Ext. W-8 is also an appointment letter of Shri N. Hariharan. Ext. W-9 is a letter from the Assistant Coal Production and Development Commissioner to the Assistant Purchase Officer by way of a Reminder. Relevancy of this letter is not clear. Similar is the document Ext. W-10. Ext. W-11 is the xerox copy of the advertisement for appointment. Ext. W-12 is the same document as earlier marked Ext. W-1. Ext. W-13 is also the same document marked again as earlier marked Ext. W-8. Ext. W-14 is the document earlier marked Ext. W-4. Ext. W-15 is the same document as earlier marked Ext. W-6. Ext. W-16 is the document earlier marked Ext. W-5. Ext. W-17 is the document earlier marked Ext. W-2. Ext. W-18 is the document earlier marked Ext. W-3. Ext. W-19 is the Service Book of Shri M. L. Guha. Ext. W-20 is the document earlier marked Ext. W-9. Ext. W-21 is the document earlier marked Ext. W-10. No document has been marked on behalf of the management.

9. Now, so far as the management is concerned, it has been submitted that actually the concerned workmen, 37 in number, were appointed for NCDC itself and not for CPDC. But, since the NCDC was at that moment in formation stage, no independent formate was prepared and Mr. K. P. Narayan, Assistant Coal Production and Development Commissioner was deputed to NCDC for preparing the infrastructure for the work of NCDC to start and, therefore, some formates earlier issued by the CPDC were used, but so far as the appointment order Ext. W-1 is concerned, it becomes clear that it has been issued on the letter-head of the NCDC and not in the letter-head of any other organisation, such as CPDC. Therefore, it cannot be said that the 37 concerned workmen were appointed by the CPDC and later they were taken over by NCDC; rather, their initial appointment was for NCDC and so far as the case of M.L. Guha is concerned, he was earlier in service of the Comptroller and Auditor General and subsequently his services were taken over by the NCDC and he had also joined after submitting the release report from the previous department and therefore, his service conditions remained intact ever after the taking over by the NCDC as was the case of other employees coming from different departments to NCDC.

which has been admitted by the witness for the workmen also. In this context it has been submitted on behalf of the management that there were different categories of employees under the NCDC. Broadly speaking there were two categories of employees i.e., employees who were earlier serving in the colonies owned by the Government or in the office of the Govt. of India and were subsequently taken over by the NCDC and second category of the employees who were directly appointed for NCDC. It has been submitted that it has been made clear in the written statement itself that so far as the employees coming from other organisation or wing of the Government and the state owned colonies are concerned, their conditions of service remained intact and they were guided by the CPC in the matter of their pay etc. But, so far as the candidates and employees appointed by the NCDC are concerned, they were given option of Wage Board Recommendations/Award and when they opted for the same they got benefit of their pay scale, dearness allowance, bonus and other facilities in comparison to the Government servants in other departments and, therefore, they were not entitled to claim any benefit or pension or encashment of leave. Accordingly, after their retirement they did not get the benefits of pension and leave encashment as was made available to the other employees who had come from the other departments and organisation of the Govt. of India and were absorbed by the NCDC. Therefore, it is not a question of discrimination, rather, it is natural and the question of these workmen being compared with the category of the workmen aforesaid does not arise. Simply because the other workmen got the benefits of pension and leave encashment, the concerned workmen cannot be held to be entitled to it. There is substance in the contention of the learned Advocate for the management. The evidence and the pleadings have made it clear that the confusion has been created for the advantage being taken by these concerned workmen only because the appointment letter was signed by the Assistant Coal Production and Development Commissioner. But, it is clear that the said Mr. K.P. Narayan, who happened to be the Assistant Coal Production and Development Commissioner, was on deputation to NCDC at the very formation stage of NCDC and he was making recruitment etc. on behalf of and for NCDC. This is the reason why appointment order Ext. W-1 had also been issued on the letterhead of NCDC and not any other organisation. The question of comparing of these concerned workmen with the other categories of workmen of NCDC, therefore, does not arise and it cannot be said that the NCDC or the CCL has discriminated them against other employees who have been given benefits of pension and leave encashment.

10. So far these workmen are concerned, it has been submitted on behalf of the management that the concerned persons cannot be actually termed as workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 which reads as follows :

- "2(s). "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute but does not include any such person—
- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or
 - (ii) who is employed in the police service or as an officer or other employee of a prison; or
 - (iii) who is employed mainly in a managerial or administrative capacity; or
 - (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercising, either by the

nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

It is, therefore, clear that a workman has to be considered from the view point of the person employed in an industry or a person who has been dismissed, discharged or retrenched and a dispute in this regard is raised, but in the present case the persons concerned are retired persons, as such, they do not appear to be covered by the definition of workman as mentioned in Clause(s) of Section 2 of the Industrial Disputes Act, 1947. It has also been contended on behalf of the management that the present dispute also cannot be termed as an industrial dispute because an industrial dispute can lie only when the matter under reference is covered by the Schedule 2 and 3 of the Industrial Disputes Act, 1947, but the matter of pension is not covered by any of the two schedules and, therefore, it cannot be termed as an Industrial dispute.

11. In the end it has been submitted on behalf of the management that in the present case the union all along has been stating that there has been discrimination between the employees of the CCL and the present workmen concerned 37 in number have been denied the same benefit which has been made available to the other employees of similar category and, therefore, the matter amounts to violation of the principles of Article 14 of the Constitution of India. It has been submitted that first of all the question of discrimination, does not arise because it has been very clearly stated that the category of these employees is different from the category of the employees who have been given benefits of pension and leave encashment and secondly, if it is so that it is violative of the Article 14 of the Constitution, then this Tribunal has no jurisdiction to decide the matter, because this Tribunal is not a Court of equity and such matters can be decided only by the High Court or the Supreme Court in the writ jurisdiction and, therefore, the reference is not maintainable. It is also significant to note that the union has all along been blaming the Govt. of India for injustice caused to them, but the Govt. of India has not been impleaded and, therefore, the Govt. of India or the Central Government has not been given opportunity to explain its stand.

12. In this view of the matter, it is not possible to decide the matter and to hold that there has been any discrimination with the 37 concerned workmen. If at all, the union felt that it was a case in which the action of

the Central Coalfields Ltd. violated or contravened Article 14 of the Constitution, the matter should have been taken-up before the Hon'ble High Court or the Hon'ble Supreme Court of India for decision in the matter. In my view the present reference is not maintainable and the workmen concerned, therefore, are not entitled to any relief in the case.

13. The reference is accordingly decided and disposed of.

B. P. SHARMA, Presiding Officer

Dated, Kolkata,

The 6th March, 2002.

नई दिल्ली, 20 मार्च, 2002

का.आ. 1175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निष्पक्ष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय गोदावरीखानी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-02 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई आर (सी-II)]
एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 20th March, 2002

S.O. 1175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court Godavarikahni as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 19-03-2002.

[No. L-22025/1/2002-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
GODAVARIKHANI

PRESENT :

Sri P. Gurunadha Rao, B.Sc., B.L., Chairman-
cum-Presiding Officer.

Monday, the 4th day of March, 2002

INDUSTRIAL DISPUTE No. 64 OF 2001

BETWEEN

Dasari Komurajiah, S/o. Mallaiah,
Age 44 yrs., Occ. Ex-Coal Filler,
R. K. 6 Incline, R/o. Rangapeta,
District Adilabad. Petitioner.

AND

The General Manager,
M. S. S. Collieries Co. Ltd.,
Rangapeta, Dist. Adilabad. Respondent.

This petition coming before me for final hearing in the presence of Sri J. Rajaiah, Advocate for the petitioner and of Sri C.S. N. Reddy, Advocate for the respondent and having stood over for consideration till this date, the court passed the following :—

AWARD

1. This is a petition filed U/s. 2-A(2) of the Industrial Disputes Act, 1947 as amended by A. P., Amendment Act, 1987.

Facts of the case briefly are as follows :—

The petitioner was working as Coal-Filler. He was absent from duty from 1-1-98 to 24-8-98, from 26-8-98 to 1-9-98, 7-10-98, 17-10-98, 31-10-98, 5-11-98, 7-11-98, 21-11-98, 11-12-98, 14-12-98, 15-12-98 and 19-12-98. He attended the duty for 139 days in 1995, 170 days in 1996, 71 days in 1997

He attended to duties for 70 days only in 1998.

Domestic enquiry was conducted and the petitioner was dismissed from the service w.e.f. 24-5-2001 on the ground that he had not improved his attendance even for the subsequent period.

2. Respondent filed counter stating that the petitioner had put-in 89 musters in the year. 1999 and nil musters in the year, 2000.

3. Ex. M-1 to Ex. M-11 are marked.

4. Heard both sides.

5. The point for consideration is whether the charge against the petitioner is proved, if so, whether the dismissal of the petitioner from the service is in proportion to the charge?

6. Ex. M16 is letter dt. 22-7-99 from the petitioner to the respondent explaining his position.

It shows that the petitioner was appointed in the year. 1983. He had worked for 15 years regularly. He suffered from paralysis

in the year, 1998. He had taken treatment in the Area Hospital and private hospitals. Due to his ill-health, he could attend for 70 days only in the year, 1998.

Ex. M-9 is letter dt. 20/24-9-99 giving opportunity to the petitioner to improve his attendance during the period from September, 1999 to September, 2000. But the petitioner was absent from duties throughout the year, 2000.

I consider that the charge against the petitioner is proved and the punishment of dismissal of the petitioner from the service is in proportion to the charge.

But the petitioner worked for 15 years. Therefore, he may be considered as compulsorily retired from the service.

In the result, this petition is partly-allowed. The petitioner shall be considered as compulsorily retired from the service w.e.f., 24-5-2001 and all the benefits available to a retired employee shall be given to him. Each party do bear their own costs.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 4th day of March, 2002.

P. GURUNADHA RAO, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses-examined

For Workman :

-Nil-

For Management :

-Nil-

Exhibits

For Workman :

-Nil-

For Management :

Ex. M-1 dt. 24-2-99—Charge-sheet.

Ex. M-2 dt. 28-6-99—Enquiry proceedings.

Ex. M-3 dt. 28-6-99—Enquiry report.

Ex. M-4 dt. 14-7-99—Letter issued to the petitioner by General Manager, Ramakrishnapur.

Ex. M-5 dt. 14-7-99—Acknowledgement of petitioner.

Ex. M-6 dt. 22-7-99—Letter addressed to the General Manager, S. C. Co. Ltd., Ramakrishnapur area.

Ex. M-7 dt. 2-8-99—Representation of S. C. workers union.

Ex. M-8 dt. 24-8-99—Letter No. RK-6/54/99/1742 issued by Superintendent of Mines, RK. No. 6 Incline.

Ex. M-9 dt. 20/24-9-99—Letter issued to petitioner by P. M., RKP.

Ex. M-10 dt. 13/17-4-2001—Letter issued to petitioner by General Manager, Ramakrishnapur.

Ex. M-11 dt. 19/21-5-01—Dismissal order.

नई दिल्ली, 21 मार्च, 2002

का.आ. 1176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 7/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-3-2002 को प्राप्त हुआ था।

[सं. एल-22012/306/95-आई.आर. (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 21st March, 2002

S.O. 1176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 7/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 20-03-2002.

[No. L-22012/306/95-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present :

Shri Ramjee Pandey, Presiding Officer

REFERENCE NUMBER 7 OF 1996

Parties :

Shankarpur Colliery M/s. ECL.
.. Management.

Vrs.

Shri Jabal Majhi .. Workman

Representation :

For the Management.—Shri P. K. Das,
Advocate.

For the Workman (Union).—None

INDUSTRY : Coal STATE : West Bengal

Dated : 06-03-2002

AWARD

In exercise of powers conferred by the clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, Govt. of India through the Ministry of Labour vide its order No. L-22012/306/95-IR(C-II) dated 14-2-96 has referred the following dispute for adjudication by this Tribunal :—

“Whether the dismissal order issued by the mgt. of Shankarpur Colliery under Bankola Area of ECL. P.O. Ukhra, Distt. Burdwan (W.B.) in dismissing Sh. Jabla Majhi, Ex-U. G. Loader w.e.f. 15-5-89 is legal and justified? If not, what relief the workman is entitled to?”

Both the parties had appeared and were present till 09-06-1999. Thereafter the Presiding Officer was transferred and the case remain pending up till now. Again on the basis of order dated 18-01-2002 summons were sent upon the parties, and in response to the summons management appeared today through Shri P. K. Das, Advocate, who filed a copy of Memorandum of Settlement in “Form H”. Learned Lawyer submitted that workman has settled the dispute, according to which now the workman is not interested to contest the dispute and the management has promised to pay all his legal dues. Learned Lawyer Shri P. K. Das certifies the signatures of the parties and the LTI given by the workman on the Memorandum of Settlement.

From perusal of the Memorandum of Settlement it is clear that the workman has settled the dispute with the management according

to which management has promised to pay his all legal dues forthwith and now the workman is not interested to contest the dispute. In view of above facts and circumstances it is clear that at present the dispute does not exist and hence a No Dispute Award is passed.

RAMJEE DANDEY, Presiding Officer

नई दिल्ली, 21 मार्च, 2002

का.आ. 1177.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल के पंचाट (संदर्भ संख्या 125/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-03-2002 को प्राप्त हुआ था।

[सं. एल-22012/439/98-आई.आर. (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 21st March, 2002

S.O. 1177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management if ECL and their workman, which was received by the Central Government on 20-03-2002.

[No. L-22012/439/98-IR(C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present :

Shri Ramjee Pandey, Presiding Officer

REFERENCE NUMBER 125 OF 1999

Parties :

Chinakuri Colliery of M/s. E.C.L.

.. Management.

Vrs.

Shri Paswan,

.. Workman.

APPEARANCES :

For the Management.—Shri P. K. Das.
Advocate

For the Workman (Workman).—None

INDUSTRY : Coal. STATE : West Bengal

Dated : 04-03-2002

AWARD

In exercise of powers conferred by the clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, Govt. of India through the Ministry of Labour vide its Order No. L-22012/439/98/IR(CM-II) dated 03-08-1999 has referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the management of Chinakuri Mine No. II of Sodepur Area of Eastern Coalfields Ltd. in dismissing the services of Sh. Paswan is justified? If not, to what relief is the workman entitled?”

After receiving the reference summons were sent to the parties by registered post. In response to the summons management appeared through Shri P. K. Das, Advocate. Although summon was served to the Union (Workman) by registered Post which was received on 05-10-2001. none appeared on behalf of the Union (Workman) although repeated adjournment were given for this purpose. The management also did not file any written statement during this period and these facts indicate that neither the management nor

the Union is interested to contest the dispute and hence a No Dispute Award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 19 मार्च, 2002

का.आ. 1178.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 01 अप्रैल, 2002 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, धारा 44 और 45 के सिवाय जो पहले प्रदत्त की जा चुकी है और अध्याय-5 और 6 [धारा-76 की उपधारा (i) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केवल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

“जिला एरनाकुलम के कणयन्नूर तालुक में कुंबलम के अधीन आने वाले क्षेत्र”।

[संख्या एस.-38013/7/2002-एस.एस.1]

आलोचक, अप्रबोल, अप्रवर सचिव

New Delhi, the 19th March, 2002

S.O 1178.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st April, 2002 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala, namely :—

“Kumbalangi Revenue Village in Kanayannur Taluk in Ernakulam District.”

[No. S-38013/7/2002-SS.1]

AEOK AGARWAL, Under Secy.